



*Australian Government Solicitor*

**AGREEMENT FOR LEASE**

AGREEMENT FOR LEASE IN RELATION TO EDMUND BARTON BUILDING,  
BLOCK 1 SECTION 4 BARTON

Commonwealth of Australia represented by Australian Federal Police  
ABN 17 64 931 143  
**(Tenant)**

Trust Company Limited ABN 59 004 027 749  
**(Landlord)**

Stockland Trust Management Limited ABN 86 001 900 741  
**(Responsible Entity)**

File reference: 08020812

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**Annexure D. Retail Lease**



**AGREEMENT FOR LEASE**

**Date**

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This Agreement for Lease is dated

**Parties**

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This Agreement for Lease is made between and binds the following parties:

1. Commonwealth of Australia represented by the Australian Federal Police ABN 17 64 931 143 of 68 Northbourne Avenue, Canberra ACT 2600  
**(Tenant)**
2. Trust Company Limited ABN 59 004 027 749 (as Custodian of the Trust) of Level 4, 35 Clarence Street, Sydney, NSW, 2000  
**(Landlord)**
3. Stockland Trust Management Limited ABN 86 001 900 741 (as Responsible Entity of the Trust) of Level 25, 133 Castlereagh Street, Sydney, NSW, 2000  
**(Responsible Entity)**

**Context**

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This Agreement for Lease is made in the following context:

- A. The Landlord is the registered crown lessee of the Land and proposes to refurbish the Building to bring it to the standard of an A Grade office building designed to achieve an ABGR Base Building Rating of 4.5 stars.
- B. The Landlord will undertake the design and construction of the Landlord's Works according to the Landlord's Works Documents and otherwise according to this deed.
- C. If the parties agree, the Landlord will undertake the design and construction of the Integration Works according to the Integration Works Documents and otherwise according to this deed.
- D. The Landlord has agreed that the Tenant may carry out the Fitout Works subject to this deed.

- E. The Landlord has agreed to grant and the Tenant has agreed to take the Lease.
- F. The Landlord will operate and maintain the Building and Services under the Lease.
- G. The Rent payable under the Lease does not commence until the Rent Commencement Date.

**Operative provisions**

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In consideration of the mutual promises contained in this document, the parties to this deed agree as follows:

**1. Interpretation**

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**1.1. Definitions**

1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

**68 Northbourne Lease** means the existing lease, registered number 1505616 as varied by registered variation 1521569, between the Landlord and Tenant for premises located at Section 26 Block 3 City.

**70 Northbourne Lease** means the existing lease, registered number 1505625 as varied by registered variation 1521567, between the Landlord and Tenant for premises located at Section 26 Block 20 City.

**A Grade** means, subject to the exceptions identified as non-compliances in Schedule 12, A Grade in accordance with the design specifications for existing office buildings referred to in "A guide to office building quality" published by the Property Council of Australia in 2006.

**ABGR Base Building Rating** means a rating of 4.5 stars for the base Building as determined in accordance with the ABGR Scheme.

**ABGR Scheme** means the Australian Building Greenhouse Rating Scheme administered by the Department of Environment and Climate Change (**DECC**) (NSW) in the form in which it applied on 7 March 2008.

**Access Condition** means the point where all the Works in relation to a Stage have been certified in accordance with the procedure in Clause 8 as completed to the extent described in Schedule 7.

**ABGR Tenancy Rating** means a rating of 4.5 stars for the tenancy as determined in accordance with the ABGR Scheme.

<b>Access Date</b>	means in relation to each Stage, the day after the date on which the Works have reached the Access Condition for that Stage.
<b>After Hours Air-conditioning Rate</b>	means the amount per hour determined according to Clause 2.9.
<b>Agreed Damages</b>	has the meaning given to that term in Clause 18.
<b>Agreed Integration Works</b>	means the Agreed Integration Works agreed or determined in accordance with Clause 2.15.
<b>Amount of the Consideration</b>	means: <ul style="list-style-type: none"><li>a. the amount of any payment in connection with a supply; and</li><li>b. in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.</li></ul>
<b>Approval</b>	includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption by from or with any Authority.
<b>Asbestos Report</b>	means the series of asbestos reports listed at Schedule 8 relating to the Land provided by the Landlord to the Tenant on 4 July 2008 and any update provided by the Landlord under Clause 6.9.2.
<b>Australian Standards</b>	means any standard current at the Specified Date published by Standards Australia International Limited trading as Standards Australia.
<b>Authorised Officer</b>	means: <ul style="list-style-type: none"><li>a. in the case of the Landlord, Greg Smith, or any other person notified by the Landlord to the Tenant as its Authorised Officer for the purposes of this deed; and</li><li>b. in the case of the Tenant, Jon Webb, or any other person notified by the Tenant to the Landlord as its Authorised Officer for the purposes of this deed; and</li><li>c. in the case of any other person, a person notified to the Landlord and the Tenant as a person appointed by that other</li></ul>

person to act as an Authorised Officer for the purposes of this deed.

<b>Authority</b>	includes any ministry, department, government, governmental or semi governmental authority, agency, instrumentality, council, corporation, or other legal entity with legislative authority.
<b>Basement</b>	means the basement forming part of the Building.
<b>BCA</b>	means the Building Code of Australia.
<b>Builder</b>	means the builder or construction manager appointed by the Landlord or its development manager to carry out or manage the whole of the Works.
<b>Building</b>	means the building and all other improvements located on the Land.
<b>Building Approval</b>	means building approval of the Works from the relevant Authority or building certifier.
<b>Building Contract</b>	means the construction contract between the Landlord or its development manager and the Builder to carry out the Works dated on or about the date of this deed.
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in the Jurisdiction.
<b>Car Park</b>	has the meaning given to that term in the Lease.
<b>Car Parking Bays</b>	means the number of parking bays in the Car Park as referred to in Item 3 of Schedule 1.
<b>Certificate of Occupancy</b>	means a certificate of occupancy, issued by the proper Authority under the <i>Building Act 2004 (ACT)</i> .
<b>Certificate of Practical Completion</b>	means a certificate issued by the Certifier in respect of the Practical Completion of all of the Works in accordance with Clause 16.3.1.
<b>Certifier</b>	means an independent third party jointly engaged by the Landlord, the Tenant and the Builder with requisite qualifications and experience in projects of the nature described by this deed who is the chair of the Project Control Group and is responsible for carrying out other facilitating roles as referred to in this deed and if not agreed as determined under Clause 28.4.4.a.
<b>Childcare Works</b>	means the base building works that the Landlord is proposing to carry out as part of the Landlord's Works in part of the Building which the Tenant may (but is not obliged to) use for the provision of childcare for all or part of the Term.

<b>Code Monitoring Group</b>	has the same meaning as is given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at <a href="http://www.workplace.gov.au/building">www.workplace.gov.au/building</a> .
<b>Corporations Act</b>	means the <i>Corporations Act</i> 2001 (Cth).
<b>Costs</b>	includes costs, charges and expenses, including those incurred in connection with advisers.
<b>Critical Activity</b>	means an activity which is critical to the maintenance of progress in the Landlord's Works so as to achieve the relevant Access Condition in respect of each Stage by the relevant Target Access Date and/or Practical Completion by the Date for Practical Completion having regard to the Works Program.
<b>Crown Lease</b>	means the lease from the Commonwealth to the Landlord of the Land and contained in Certificate of Title Volume 1550 Folio 83.
<b>Custodian</b>	is defined in Clause 34.1.1.c.
<b>Date of Complete Occupation</b>	means the date after all the Fitout Works have been practically completed and the Tenant has taken full occupation of the Premises.
<b>Date for Practical Completion</b>	means the date for Practical Completion set out in Item 15 of Schedule 1 as extended in accordance with Clause 17.
<b>Date of Practical Completion</b>	means the date that Practical Completion is achieved as specified in the Certificate of Practical Completion issued by the Certifier.
<b>Defects</b>	means any defects, faults, omissions, shrinkages or departures from the: a. Landlord's Works Documents; b. Integration Works Documents; or c. applicable Requirements, which are not in accordance with this deed.
<b>Defects Liability Period</b>	means in respect of the Premises, the period commencing on the Date of Practical Completion and ending 52 weeks later unless extended with respect to a Defect or Defects in accordance with Clause 19.3.1.
<b>Delay Costs</b>	has the meaning given to that term in Clause 17.4.1.
<b>Delay Cost Rate</b>	\$30,000 per day.

<b>Deposited Plan</b>	means the deposited plan referred to in the Crown Lease.
<b>Development Approval</b>	the development approval for the Works from the relevant Authority or Authorities.
<b>Draft Integration Works Documents</b>	means the Draft Integration Works Documents provided by the Tenant to the Landlord in accordance with Clauses 4.8.1 and 4.8.2.
<b>Employees and Agents</b>	means each of the relevant person's employees, officers, agents, contractors, subcontractors and invitees.
<b>Event of Delay</b>	means an event described in Clause 17.1.3.
<b>Expert</b>	means a person appointed in accordance with Clause 28.
<b>Expiry Date</b>	means the date the Term referred to in Item 8 of Schedule 1 expires.
<b>Fitness for Purpose Schedule</b>	means the Fitness for Purpose Schedule contained in Annexure B.
<b>Fitout Works</b>	means the fitout works described in Item 13 of Schedule 1.
<b>Fitout Works Documents</b>	means the fitout works sketch plans, the fitout design documents, the fitout brief and all other documents and items in relation to the Fitout Works as varied from time to time in accordance with this deed.
<b>Force Majeure</b>	means: <ul style="list-style-type: none"><li>a. war, acts of terrorism, civil commotion, flood, tempest, lightning strikes, and earthquakes;</li><li>b. a Jurisdiction wide industrial dispute not directed at or caused or contributed to by the Landlord or the Landlord's Employees and Agents including the Builder, or any Related Body Corporate (as defined in the Corporations Act) of the Landlord, the Landlord's Employees and Agents including the Builder or any Guarantor; and</li><li>c. fire and explosions not caused or contributed to by the Landlord or the Landlord's Employees and Agents.</li></ul>
<b>Geotechnical Report</b>	means the geotechnical report relating to the Land prepared by Douglas Partners Pty Ltd dated 15 November 2007 (Project 46190) provided by the

Landlord to the Tenant on 4 July 2008.

**GST**

has the same meaning it has in the GST law and associated imposition Acts.

**GST law**

means the same as GST law means in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**A person is "Insolvent":**

if:

- a. it is insolvent (as defined in the Corporations Act); or
- b. it has had a Controller (as defined in the Corporations Act) appointed, or is in liquidation, in provisional liquidation, or wound up or has had a receiver or receiver and manager appointed to any part of its property; or
- c. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Tenant); or
- d. an order has been made, or resolution passed, in each case in connection with that person, which will result in any of (a), (b) or (c) above; or
- e. it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- f. it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- g. it is otherwise unable to pay its debts when they fall due; or
- h. something having a substantially similar effect to any one of (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Hazardous Disease**

has the same meaning as in the Lease.

**Hazardous Substance**

has the same meaning as in the Lease.

<b>Integration Works</b>	means the works to integrate certain parts of the Tenant's requirements with the Landlord's Works.
<b>Integration Works Documents</b>	means the plans, drawings, specifications and other information, samples, models and patterns required by, and prepared in accordance with, this deed and created for the Integration Works and either approved by the Landlord or determined by the Expert.
<b>Intellectual Property</b>	<p>includes:</p> <ul style="list-style-type: none"><li>a. all copyright (including rights in relation to phonograms and broadcasts);</li><li>b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and</li><li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</li></ul> <p>but does not include:</p> <ul style="list-style-type: none"><li>d. moral rights;</li><li>e. the non-proprietary rights of performers; or</li><li>f. rights in relation to confidential information.</li></ul>
<b>Item</b>	means an Item in Schedule 1.
<b>Jurisdiction</b>	means the State or Territory in which the Land is located.
<b>Land</b>	means the land described in Item 1 of Schedule 1.
<b>Landlord Consultant</b>	is a consultant who is engaged by the Landlord to design the Landlord's Works, as specified in Schedule 2 to the extent that they are known at the date of this deed.
<b>Landlord Contractor</b>	means a contractor who is engaged by the Landlord to undertake the Works, including the Builder, as specified in Schedule 2 to the extent that they are known at the date of this deed.
<b>Landlord's Contribution</b>	means subject to Clause 2.10.1 the sum of \$12 million (plus GST) to be paid by the Landlord to the Tenant which is available to, or may be used by, the Tenant as a contribution to Integration Works, Fitout Works, Variations requested by the Tenant, and / or as a rent free period in respect of the Premises.
<b>Landlord's Project Manager</b>	means the project manager engaged by the Landlord to manage and co-ordinate the Works, and who as at the



	date of this deed is the person specified in Item 17 of Schedule 1.
<b>Landlord's Representative</b>	means the representative appointed by the Landlord, which at the date of this deed is specified in Item 16 of Schedule 1.
<b>Landlord's Works</b>	means the Landlord's works described in Item 12 of Schedule 1.
<b>Landlord's Works Documents</b>	means the Landlord's plans, drawings, specifications and other information, samples, models and patterns required by this deed and created for the Landlord's Works and includes the Building Approval, being those plans and specifications set out in Annexure A and the Fitness for Purpose Schedule set out in Annexure B.
<b>Lease</b>	means the lease to be entered into between the Landlord and Tenant the form of which is annexed to this deed as Annexure C. If the Tenant gives a notice under Clause 2.1.2, then from the date of receipt of the notice <b>Lease</b> means the Retail Lease and the Office Lease.
<b>Leases Act</b>	means the <i>Leases (Commercial and Retail) Act 2001</i> .
<b>Lease Commencement Date</b>	means the date the Lease commences calculated in the manner described in Item 6 of Schedule 1.
<b>Milestone Date</b>	means each date identified in the Milestone Schedule for achieving a Milestone Event as extended in accordance with this deed.
<b>Milestone Events</b>	means the events described in the Milestone Schedule.
<b>Milestone Schedule</b>	means the milestone schedule in Schedule 9 as updated in accordance with this deed.
<b>NLA</b>	means the net lettable area of the Premises (or part) calculated in accordance with Part 3 of the Property Council of Australia's Method of Measurement for Lettable Area (March 1997).
<b>Normal Business Hours</b>	means the hours between 7.30am and 6.30pm Monday to Friday excluding public holidays in the Jurisdiction.
<b>Office Lease</b>	means where requested by the Tenant a lease of the Office Premises in the form of which is annexed to this deed as Annexure C.
<b>Office Premises</b>	means the Premises excluding the Retail Premises.
<b>Premises</b>	means the Premises referred to in Item 2 of Schedule 1.
<b>Premises Plans</b>	means the plans of the Premises included as Schedule 3.

<b>Practical Completion</b>	has the meaning given to that term in Clause 16.1.2.
<b>Primary Expert</b>	means the Expert appointed as the Primary Expert for the purposes of determining extensions of time under Clause 17 agreed by the parties or if not agreed determined under Clause 28.4.4.a or Clause 28.4.4.b.
<b>Project Control Group</b>	means the project control group established pursuant to Clause 15.
<b>Quantity Surveyor</b>	means an independent third party, jointly engaged by the Landlord, Tenant and Builder with requisite qualifications and skills in projects of this nature who is responsible for carrying out the role of quantity surveyor as referred to in this deed and if not agreed determined under Clause 28.4.4.a.
<b>Related Entity and Material Supplier</b>	has the same meaning as given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at <a href="http://www.workplace.gov.au/building">www.workplace.gov.au/building</a> .
<b>Rent</b>	is defined in the Lease.
<b>Rent Commencement Date</b>	means the date the Tenant commences to pay Rent determined in the manner described in Clause 2.13.
<b>Rent Free Period</b>	is defined in clause 2.14.3.
<b>Requirement</b>	means any requirement, notice, order or direction of an Authority and includes the provisions of any statute, ordinance or by law.
<b>Responsible Entity</b>	is defined in Clause 34.1.1.e.
<b>Retail Lease</b>	means a lease of the Retail Premises which is subject to the Leases Act the form of which is annexed to this deed as Annexure D.
<b>Retail Premises</b>	means any area of the Building and the Land up to a maximum NLA of 2,000 sqm as identified by the Tenant before the Lease Commencement Date.
<b>Secondary Expert</b>	means the Expert appointed as the Secondary Expert for the purposes of determining extensions of time under Clause 17 agreed by the parties or if not agreed determined under Clause 28.4.4.a or Clause 28.4.4.b.
<b>Services</b>	means all utilities and services on or in the Land or the Building including (as applicable and related to the base building) water, gas, electricity, lighting (including perimeter and yard lighting), sanitary, hot water, air-

conditioning and ventilation systems (but excluding supplementary air-conditioning forming part of the Tenant's Fitout), auto entry doors, building management systems, generators (installed by the Landlord or its Employees and Agents) communication and telecommunication systems, fire safety systems, aerials, existing generators and lifts installed in the Buildings and serving the Premises and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, solar, electrical and mechanical plant and all other ancillary or associated parts and accessories. Services excludes any items forming part of the Fitout Works, provided that Services:

- a. include the Agreed Integration Works; and
- b. exclude:
  - i. any generator installed by or for the Tenant; and
  - ii. any utilities or services forming part of the Tenant's Fitout (except to the extent they are Agreed Integration Works) including any security systems or other items, installed by the Tenant or its Employees and Agents.

<b>Specified Date</b>	means the date of the first Building Approval being 11 July 2008.
<b>Stage</b>	means a part of the Building described in Schedule 6.
<b>Stage 1</b>	means the first combination of two core areas and one wing of the Building to achieve the Access Condition.
<b>Stage 2</b>	means the next combination of two core areas and three wings of the Building after Stage 1 to achieve the Access Condition.
<b>Stage 3</b>	means the next combination of two core areas and three wings of the Building (including the full basement area) after Stage 2 to achieve the Access Condition.
<b>Stage Rent Reference Date</b>	means each of Stage 1 Rent Reference Date, Stage 2 Rent Reference Date and Stage 3 Rent Reference Date.
<b>Stage 1 Rent Reference Date</b>	means the date specified in Clause 2.14.1.a.
<b>Stage 2 Rent Reference Date</b>	means the date specified in Clause 2.14.1.b.
<b>Stage 3 Rent Reference Date</b>	means the date specified in Clause 2.14.1.c.
<b>Subcontractor</b>	means any person engaged by the Landlord or the

	Builder from time to time to perform any part of, or supply anything concerning, the Works.
<b>Sunset Date</b>	means the date being 12 months after the Date for Practical Completion.
<b>Target Access Date</b>	means in relation to each Stage the corresponding date specified in Schedule 6 as extended in accordance with Clause 17.
<b>Tax Invoice</b>	has the meaning it has in the GST law.
<b>Tenant's Contractor</b>	means those Employees and Agents or consultants engaged by the Tenant or on behalf of the Tenant to undertake the Fitout Works.
<b>Tenant's Project Manager</b>	means the project manager engaged by the Tenant to manage and co-ordinate the Fitout Works, and who as at the date of this deed is the person specified in Item 17 of Schedule 1.
<b>Tenant's Representative</b>	means the representative appointed by the Tenant, which at the date of this deed is the person specified in Item 16 of Schedule 1.
<b>Term</b>	means the term described in Item 5 of Schedule 1.
<b>Trust</b>	is defined in Clause 34.1.1.f.
<b>Unidentified Asbestos Materials</b>	means asbestos materials not identified in Asbestos Report.
<b>Unidentified Geotechnical Conditions</b>	means geotechnical conditions not identified in the Geotechnical Report.
<b>Variation</b>	means: <ul style="list-style-type: none"><li>a. an amendment made at the request of the Tenant to the Landlord's Works Documents except to correct an error made by the Landlord or the Landlord's Employees and Agents;</li><li>b. the execution of additional work, not included in the Landlord's Works, at the request of the Tenant (including the Integration Works); or</li><li>c. a reduction in the scope of the Works at the request of the Tenant.</li></ul>
<b>Variation Request</b>	is defined in Clause 14.2.
<b>Works</b>	has the meaning referred to in Item 14 of Schedule 1.

**Works Program** means the works program provided by the Landlord under Clause 5.

## 1.2. Interpretation

1.2.1. Unless the contrary intention appears, a reference in this deed to:

- a. **(variations or replacement)** a document (including this deed) includes any variation or replacement of it;
- b. **(this deed)** "this deed" includes all schedules and annexures to it;
- c. **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- d. **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- e. **(law)** "law" means common law, principles and doctrines of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- f. **(singular includes plural)** the singular includes the plural and vice versa;
- g. **(person)** "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or an authority;
- h. **(executors, administrators, successors)** a particular person includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- i. **(body ceases to exist)** a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- j. **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- k. **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- l. **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- m. **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;

- n. (**calculation of time**) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- o. (**reference to a day**) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- p. (**accounting terms**) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- q. (**meaning not limited**) the words "include", "includes", "including", "for example", "such as" or "in particular" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- r. (**next day**) if an act under this deed to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- s. (**next Business Day**) if an event under this deed must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day;
- t. (**time of day**) time is a reference to time in the capital city of the Jurisdiction;
- u. (**reference to anything**) anything (including any amount) is a reference to the whole and each part of it;
- v. (**month**) "month" is a reference to a calendar month;
- w. (**Commonwealth Department**) a Commonwealth Department includes any replacement of, or substitute for, that Department;
- x. (**consent**) approval or consent, is to prior written approval or prior written consent; and
- y. (**the Lease**) "the Lease" is a reference to the Lease and to any renewal or extension of, or holding over under, it.

### 1.3. Headings

- 1.3.1. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

### 1.4. Definitions in Lease

- 1.4.1. Unless the contrary intention appears, words and phrases which are not defined in this deed have the meanings given to them in the Lease.

**1.5. When things can be done**

- 1.5.1. If a payment is due or a thing is to be done on other than a Business Day that payment must be made or the thing done on the next Business Day.

**1.6. Applicable law**

- 1.6.1. This deed is governed by the law in force in the Jurisdiction and the parties submit to the non-exclusive jurisdiction of the courts of that place.

**2. Agreement to grant Lease**

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**2.1. Grant of Lease**

- 2.1.1. Subject to Clause 2.1.2, the Landlord agrees to grant and the Tenant agrees to accept the grant of the Lease from and including the Lease Commencement Date.

- 2.1.2. If, at any time before the Lease Commencement Date, the Tenant by written notice to the Landlord requests a Retail Lease in relation to the Retail Premises, the Landlord agrees to grant and the Tenant agrees to accept the grant of the Retail Lease and the Office Lease from and including the Lease Commencement Date and Clause 2.1.1 ceases to apply.

**2.2. Preparation of Lease and execution by the Tenant**

- 2.2.1. Promptly after the Lease Commencement Date the Landlord agrees to:
- a. prepare 3 counterparts of the Lease;
  - b. complete the Lease by inserting the Agreed Integration Works in Schedule 8 and filling in any blanks including the following items in Schedule 1 of the Lease:
    - i. Item 3 - the Commencement Date being the Lease Commencement Date determined in accordance with this deed;
    - ii. Item 3 - the Rent Commencement Date determined in accordance with clause 2.13;
    - iii. Item 5 - the Landlord will include its bank account details at the time of the Commencement Date being the Lease Commencement Date;
    - iv. Item 6 - the Rent Review Dates;
    - v. Item 7 - the Rent determined in accordance with the terms of this deed;
    - vi. Item 14 - the Tenant will advise the Landlord of the identity of the Tenant's Representative and their address for service;
    - vii. Item 15 - the Landlord will include the identity of the Landlord's Representative and their address for service; and

viii. Item 19 - column 2 the Base Year Amount initially applicable during the Term - the Landlord will insert this amount.

c. deliver 3 counterparts of the Lease to the Tenant for execution.

2.2.2. The Tenant will promptly provide all information and do everything reasonably necessary to assist the Landlord to complete the counterparts of the Lease.

2.2.3. The Tenant will within 20 Business Days of receipt of the Lease in accordance with Clause 2.2.1:

a. sign all counterparts of the Lease; and

b. return all signed counterparts of the Lease to the Landlord or its solicitors.

**2.3. Execution, stamping and registration of Lease by Landlord**

2.3.1. Following receipt of all counterparts of the Lease executed by the Tenant, the Landlord will promptly:

a. sign the Lease;

b. date the Lease;

c. arrange stamping and registration of the Lease; and

d. promptly return a completed and stamped counterpart of the Lease to the Tenant or its solicitors along with evidence of its registration and (if applicable) the written consent to the Lease of the mortgagee of the Land.

**2.4. Consent of mortgagee**

2.4.1. Subject to Clause 2.4.2, if:

a. the Land is subject to a mortgage, charge or other encumbrance; and

b. this deed and the Lease would otherwise not be binding upon the mortgagee, chargee or encumbrance,

the Landlord must at its cost obtain from the mortgagee, chargee or encumbrance its consent in writing to this deed and the Lease.

2.4.2. The Tenant must execute, at the Landlord's cost, any documents that the Landlord's mortgagee may reasonably require before giving its consent to this deed and the Lease provided the Tenant has been given prior notice of, and approves of the mortgagee's requirements.

2.4.3. Subject to Clause 2.4.2, the Landlord must not without the prior written consent of the Tenant grant a mortgage, charge or encumbrance over the Land, if the effect of the grant would in any way reduce or detract from the Tenant's rights or remedies or the Landlord's obligations under this deed or the Lease.



**2.5. Form of Lease**

2.5.1. The Tenant and the Landlord may amend the form of the Lease shown at Annexure C and D so that the Lease is consistent with any lawful requirements to permit the Lease to be registered.

**2.6. Liability for stamp duty**

2.6.1. The Tenant will not pay any stamp duty in relation to the Lease.

2.6.2. If, under the laws of the Jurisdiction, the Landlord is liable to pay stamp duty in relation to the Lease, the Landlord must pay the stamp duty as it becomes due and payable.

**2.7. Registration of the Lease**

2.7.1. The Landlord will register the Lease.

2.7.2. The Landlord will pay the registration fees for the Lease.

**2.8. Parties bound**

2.8.1. The parties are bound by the Lease from and including the Lease Commencement Date, even though:

- a. a party may not have executed the Lease; or
- b. the Lease has yet to be:
  - i. completed according to Clause 2.2; or
  - ii. stamped or registered.

**2.9. After Hours Air-conditioning Rate**

2.9.1. Prior to the Date of Practical Completion the Landlord will deliver to the Tenant a notice specifying its proposed After Hours Air-conditioning Rate together with details of its calculation of the proposed rate including a copy of any report commissioned by the Landlord to calculate the proposed rate.

2.9.2. If the Landlord and the Tenant are unable to agree the After Hours Air-conditioning Rate, then Clause 28.4 will apply and the Expert appointed under that clause will determine the dispute.

2.9.3. In determining the After Hours Air-conditioning Rate the parties or the Expert must take into account:

- i. energy costs (excluding any cool down or warm up requirements to prepare the Building for operation during Normal Business Hours); and
- ii. the depreciation of plant and equipment.

**2.10. Landlord's Contribution**

- 2.10.1. Unless the Tenant advises the Landlord otherwise prior to the Lease Commencement Date, the Tenant confirms that it will take the Landlord's Contribution as a rent free period, provided that if the Tenant elects to receive the Landlord's Contribution (or part) as a contribution to the Integration Works, Fitout Works or any Variation (or any or all of them), the Landlord will not be required to pay the relevant part of the Landlord's Contribution to the Tenant prior to 1 April 2009.
- 2.10.2. If at the Tenant's election the Landlord pays the Landlord's Contribution (or part) to the Tenant as a contribution to the Integration Works, Fitout Works or a Variation or Variations (or any or all of them) and this deed is subsequently terminated by the Landlord due to the Tenant's default, then the Tenant must promptly and in any event not later than 20 Business Days after the date of termination repay to the Landlord in full the Landlord's Contribution (or part) which has been paid by the Landlord.

**2.11. Childcare Works**

- 2.11.1. The Landlord's Works includes the Childcare Works. The Tenant must by 31 August 2008, or other time as agreed between the parties (**Childcare Works Nomination Date**), give written notice to the Landlord that it does or does not require the Landlord to carry out the Childcare Works to be located in the Basement, comprising an internal and outdoor area, of the Premises as identified in the Premises Plan (**Childcare Area**).
- 2.11.2. If the Tenant fails to give a notice by the Childcare Works Nomination Date in accordance with Clause 2.11.1, the Tenant will be deemed to have given a notice that it does require the Landlord to carry out the Childcare Works.
- 2.11.3. Nothing in this clause obliges the Tenant to use the Childcare Area for the purpose of a childcare facility for the Term of the Lease.
- 2.11.4. Where the Tenant notifies or is deemed to notify the Landlord pursuant to Clause 2.11.1 that it does require the Landlord to carry out the Childcare Works, the Landlord agrees to carry out the Childcare Works in accordance with this deed by the Date for Practical Completion, and, at its cost, to:
- a. obtain necessary Approvals from any relevant Authority;
  - b. obtain a variation of the Crown Lease (if required).
- 2.11.5. If the Tenant advises the Landlord by the Childcare Works Nomination Date that it does not require the Childcare Works:
- a. the Landlord agrees that the reduction in the costs to be incurred by the Landlord in carrying out the Landlord's Works by reason of removing the Childcare Works (as determined under Clause 14 as if it was a Variation)

will be disclosed to the Tenant and will be used as directed by the Tenant for other Works (**Replacement Works**); and

- b. the Tenant must advise the Landlord what Replacement Works the Tenant requires the Landlord to carry out in replacement of the Childcare Works and those works will be regarded as a Variation, subject to and in accordance with Clause 14.

2.11.6. If the Childcare Works are not carried out by the Landlord as a result of the Tenant advising the Landlord that it does not require them under Clause 2.11.5, then the Tenant remains liable to pay Rent with respect to the Childcare Area during the Term, whether or not any Replacement Works are constructed by the Landlord, and whether or not the Tenant otherwise occupies or uses the Childcare Area during the Term, on the following basis:

- a. the component of Rent payable by the Tenant with respect to the Childcare Area will be calculated in accordance with Item 10 of Schedule 1 (Basement (Childcare)) and increased during the Term in accordance with the Lease; and
- b. for the purposes of Item 10 Schedule 1 (Basement (Childcare)) the NLA will be deemed during the Term to be 1,299 m<sup>2</sup> and the Lease will be amended accordingly.

## **2.12. Rent**

2.12.1. The Rent initially payable under the Lease will, subject to Clause 2.11.6, be calculated in accordance with Item 10 of Schedule 1 using the NLA determined by the surveyor under Clauses 3.1, 3.4 and 3.5 and subject to Clause 3.3.

## **2.13. Rent Commencement Date**

2.13.1. The Rent Commencement Date for the:

- a. Premises (excluding the Car Parking Bays), will be the date which is the day after the expiry of the Rent Free Period; and
- b. Car Parking Bays, will be the Lease Commencement Date.

## **2.14. Rent Free Period**

2.14.1. Subject to clause 2.14.2, the:

- a. Stage 1 Rent Reference Date will be the Lease Commencement Date;
- b. Stage 2 Rent Reference Date will be the Lease Commencement Date; and
- c. Stage 3 Rent Reference Date will be the date which is two months after the Lease Commencement Date.

- 2.14.2. If the Landlord does not achieve the Access Condition in respect of a Stage by the specified Target Access Date, then the applicable Stage Rent Reference Date will be one day later for each day of the period of delay, until but not including the date that the Landlord does achieve the Access Condition for the relevant Stage.
- 2.14.3. The Rent Free Period:
- a. commences from the Lease Commencement Date;
  - b. has the duration in days equal to the sum of:
    - i. the Landlord's Contribution (or the balance of the Landlord's Contribution if the Tenant elects to receive part of the Landlord's Contribution as a contribution to the Integration Works, Fitout Works or any Variation);
    - ii. the amount that would be payable if the Tenant was required to pay Rent for Stage 3 (excluding amounts payable for the Car Parking Bays) for a two month period commencing on the Lease Commencement Date; and
    - iii. if clause 2.14.2 applies, the amount of the Rent payable for a Stage for the period of the delay of the relevant Stage Rent Reference Date,
- divided by the Rent (excluding amounts payable for the Car Parking Bays) for 365 days, multiplied by 365 days (rounded up to the nearest whole day).

**2.15. Agreed Integration Works**

- 2.15.1. The parties acknowledge that if the Landlord carries out the Integration Works then parts of the Integration Works may constitute Services for the purposes of the Lease.
- 2.15.2. Prior to the Lease Commencement Date the parties will agree which parts of the Integration Works carried out by the Landlord will constitute part of the Services.
- 2.15.3. If the parties are unable to agree by the Lease Commencement Date which parts of the Integration Works carried out by the Landlord will constitute part of the Services then the Expert will so determine and Clause 28 applies.
- 2.15.4. Those parts of the Integration Works carried out by the Landlord which constitute part of the Services agreed or determined under this clause are the Agreed Integration Works.

### **3. Survey**

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#### **3.1. Landlord to obtain surveys**

3.1.1. The Landlord must:

- a. at its own expense, engage a suitably qualified surveyor to calculate the:
  - i. NLA of the Premises (and each relevant part listed in Clause 3.2), when they are ready to be handed over to the Tenant to carry out the Fitout Works; and
  - ii. area of the Building, as soon as practicable after the Date of Practical Completion; and
- b. notify the Tenant in writing of these calculations as soon as practicable after the Landlord receives them from the surveyor; and
- c. at the Landlord's expense, as soon as practicable after the Date of Practical Completion of Premises, have a suitably qualified surveyor prepare a plan of survey of the Premises.

#### **3.2. NLA of Areas**

3.2.1. The survey must show the NLA for the following areas, which are as indicated in the Premises Plan:

- a. Office (excluding Basement);
- b. Core Storage;
- c. Conference Centre;
- d. Forecourt Café Facility;
- e. Basement (Office);
- f. Basement (Storage); and
- g. Basement (Childcare).

#### **3.3. Maximum Area**

3.3.1. The Tenant is not obliged to pay more under this deed than the Rent that corresponds to the NLA detailed in Item 3 of Schedule 1.

3.3.2. If the NLA of any area of the Premises resulting from the survey is greater than the NLA detailed in Item 3 of Schedule 1, then the Tenant may occupy this additional area without paying any additional Rent in respect of that additional area.

3.3.3. If the NLA of any area of the Premises resulting from the survey is less than the NLA detailed in Item 3 of Schedule 1, then the Tenant is not obliged to pay any more than the Rent that corresponds to the NLA arising from the survey.

- 3.3.4. If the NLA of any area of the Premises resulting from the survey is more than the NLA detailed in Item 3 of Schedule 1 because of a Variation requested by the Tenant, then the Rent payable by the Tenant will be as agreed by the parties under Clause 14.8.1.

**3.4. Determination of Rent**

- 3.4.1. For the purposes of determining the Rent, the different classes of Premises area referred to in Item 10 of Schedule 1 and to be measured in accordance with Clause 3.1.1, are as identified in the Premises Plan.

**3.5. NLA of Childcare Area**

- 3.5.1. If the Landlord carries out the Childcare Works then for the purposes of calculating the NLA of the Childcare Area the survey will disregard any impact that the removal of the ceiling of the Childcare Area (or part of it) may have on the calculation of the NLA for that area.

**4. Design and preparation of Works Documents**

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**4.1. Landlord's design obligations**

- 4.1.1. The Landlord has prepared the Landlord's Works Documents (except for the Fitness for Purpose Schedule).

**4.2. Landlord's Works Documents**

- 4.2.1. The Landlord's Works Documents are set out in Annexure A (except for the Fitness for Purpose Schedule).

**4.3. Tenant has reviewed documents**

- 4.3.1. The Tenant acknowledges that it has reviewed and accepted the Landlord's Works Documents.

**4.4. Landlord not relieved of responsibility**

- 4.4.1. The Tenant's review of the Landlord's Works Documents under Clause 4.3 does not relieve the Landlord of responsibility arising as a direct or natural consequence from any defect, fault or omission in the Landlord's Works Documents.

**4.5. Design Obligations**

4.5.1. The Landlord is responsible for the design of the Landlord's Works and will develop and prepare all documents, plans, details, calculations, specifications and other information necessary to develop and complete the design of the Landlord's Works in accordance with:

- a. the Landlord's Works Documents; and
- b. all other provisions of this deed.

4.5.2. If there is any inconsistency between the Landlord's Works Documents in Annexure A and the Fitness for Purpose Schedule then the Fitness for Purpose Schedule prevails to the extent of any inconsistency.

4.5.3. The Landlord will:

- a. make available all such information and documents referred to in Clause 4.5.1 to the Tenant; and
- b. ensure that the Landlord's Works are designed to:
  - i. provide an A Grade office building; and
  - ii. achieve the ABGR Base Building Rating.

4.5.4. Reference in Clause 4 to the Landlord undertaking the Integration Works is only to operate if the Landlord and the Tenant reach agreement that the Landlord is to undertake or arrange for the undertaking of the Integration Works.

**4.6. Landlord remains responsible despite the Tenant's Review**

4.6.1. Despite the Tenant reviewing the material provided to it pursuant to Clause 4.5.3.a:

- a. the Tenant will not be obliged to check all or any of that material for its correctness or any defect, discrepancy, omission, failing, compliance or non-compliance with the requirements of this deed; and
- b. the receipt of, review of, comment on or approval of any Landlord's Works Documents by the Tenant will not relieve the Landlord from its obligations under this deed nor for responsibility for the Landlord's errors or omissions or non compliance with this deed.

4.6.2. Without limiting clause 4.6.1, the Landlord acknowledges that if it proceeds with a design referred to in Clause 4.5.1, without complying with its obligations under Clause 4.5.3.a, then the Tenant retains all rights granted to it under this deed.

**4.7. Application to Integration Works**

- 4.7.1. If the parties agree that the Landlord will undertake the Integration Works:
- a. the Tenant will be solely responsible for the design of those works and for the preparation and correctness of the Integration Works Documents;
  - b. to the extent applicable, the provisions and the operation of this Clause 4 apply to the construction by the Landlord of the Integration Works; and
  - c. the Landlord must undertake the construction of the Integration Works in accordance with this deed.

**4.8. Design of the Integration Works**

- 4.8.1. If the Tenant wishes the Landlord to carry out the Integration Works it will provide the Landlord the Draft Integration Works Documents in accordance with this deed and Schedule 8 ensuring the Integration Works identified in those documents are capable of integration with the Landlord's Works, comply with all applicable laws, standards, the Building Code of Australia, and the Development Approval for the Landlord's Works.

- 4.8.2. By the applicable Milestone Date in Schedule 9, the Tenant will either:
- a. give the Landlord the relevant Draft Integration Works Documents; or
  - b. notify the Landlord that it does not require the Landlord to undertake the Integration Works.

- 4.8.3. If the Tenant fails to give the Landlord the relevant Draft Integration Works Documents by the applicable Milestone Date, the Tenant will be deemed to have given a notice that it does not require the Landlord to undertake the relevant Integration Works.

- 4.8.4. Within:
- a. 10 Business Days after receipt of the relevant Draft Integration Works Documents, the Landlord must meet with the Tenant (or provide feedback in such other form as may be agreed) to discuss the Landlord's preliminary views regarding the adequacy of those documents;
  - b. 15 Business Days after receipt of the relevant Draft Integration Works Documents, the Landlord will advise the Tenant in writing (**DIWD Advice Notice**) either:
    - i. that it accepts the relevant Draft Integration Works Documents are prepared in accordance with this deed and they will become the relevant Integration Works Documents; or
    - ii. those documents are not prepared in accordance with this deed and detail the issues to be addressed,



provided that the Landlord:

- iii. will be regarded as accepting the relevant Draft Integration Works Documents as the relevant Integration Works Documents if it does not issue the relevant DIWD Advice Notice within the time referred to in this clause; and
- iv. will provide feedback to the Tenant in the relevant DIWD Advice Notice in relation to the likely impact that the relevant Draft Integration Works Documents, if acted upon in their presented form, will have on the Landlord's ability to comply with its obligations under Clause 30.1.1; and
- v. (without limiting its rights under Clause 4.8.4.) may not accept or may require amendment to the relevant Draft Integration Works Documents to the extent that the relevant Draft Integration Works Documents may adversely affect the Landlord's ability to comply with its obligations under Clause 30.1.1, provided that if requested by the Tenant the Landlord will give its reasons for refusing to accept or requiring amendments to those documents.

4.8.5. Within 5 Business Days of receipt of the relevant DIWD Advice Notice, the Tenant will in writing either advise the Landlord that it:

- a. accepts the Landlord's comments and will amend the relevant Draft Integration Works Documents accordingly;
- b. wishes to proceed with the relevant Integration Works, but does not accept the Landlord's comments in which case the matter will be a dispute resolved in accordance with Clause 28; or
- c. will not proceed with the relevant Integration Works.

The Tenant will be regarded as accepting the Landlord's comments if it does not issue within time written notice referred to in this clause.

4.8.6. Despite the Landlord reviewing the material provided to it by the Tenant pursuant to Clause 4.8.2 and notwithstanding that the Landlord may have accepted the relevant Draft Integration Works Documents pursuant to Clause 4.8.4:

- a. the Landlord will not be obliged to check all or any of that material for its correctness or any defect, discrepancy, omission, failing, compliance or non-compliance with the requirements of this deed;
- b. the receipt of, review of, comment on or approval of any Draft Integration Works Documents by the Landlord will not relieve the Tenant of its obligations under this deed nor for responsibility for the Tenant's errors or omissions or non compliance with this deed in relation to the preparation of those documents or in relation to the design disclosed in them; and

- c. the Landlord is not responsible for the design or fitness for purpose of the design of the Integration Works.

4.8.7. If the Tenant amends the Draft Integration Works Documents in accordance with Clause 4.8.6 then Clauses 4.8.4, 4.8.5, 4.8.6 and this clause again apply.

4.8.8. After the Integration Works Documents have been accepted by the Landlord or determined by the Expert, the provision of those documents will be regarded as a Variation Request and Clause 14 will apply.

## **5. Works Program and Milestone Schedule**

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### **5.1. Works Program**

5.1.1. The Landlord will provide the Works Program to the Tenant within two weeks after the date of this deed, showing the details, Critical Activities, Milestone Events, Milestone Dates and times in respect of the Landlord's Works, provided that the dates and details referred to in the Works Program must, to the extent applicable, be identical to the dates and details in Schedule 6 ("Access Dates") and Item 15 of Schedule 1 (if applicable, as those dates are extended or those details varied in accordance with this deed).

### **5.2. Updated Works Program**

5.2.1. The Landlord must update the Works Program on a regular basis to take account of the progress of the Works but no change may be made to any Milestone Date unless that change is made to reflect agreed changes in Time arising from Clause 6.2 and Clause 14 of this deed.

5.2.2. On a monthly basis, the Landlord must provide a report showing the percentage completed and the progress of each activity depicted on the Works Program.

### **5.3. Milestone Schedule**

5.3.1. The Landlord and the Tenant must achieve those respective Milestone Events which they each have been nominated to perform in the Milestone Schedule by the corresponding Milestone Date.

## **6. Works**

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### **6.1. Works**

6.1.1. The Landlord agrees to carry out the Landlord's Works at its expense and according to this deed.

**6.2. Time savings**

6.2.1. The parties must:

- a. constantly endeavour to prevent delays to; and
- b. diligently investigate and implement possible time savings in,  
the completion of the Works.

**6.3. Works obligations**

6.3.1. The Landlord must prepare and submit all applications for necessary Approvals required for the Works and produce the Landlord's Works Documents in accordance with Clause 4.

6.3.2. The Landlord agrees to ensure that the Works are done:

- a. according to the Approvals obtained for them;
- b. in a proper and workmanlike manner;
- c. by properly qualified and experienced contractors;
- d. according to:
  - i. applicable standards including Australian Standards and the Building Code of Australia, as at the Specified Date and all applicable laws;
  - ii. the Landlord's Works Documents and any drawings, specifications and other documents to be prepared according to the Landlord's Works Documents and the Integration Works Documents (if applicable);
- e. to achieve Access Condition for each Stage by the relevant Target Access Date;
- f. so that when completed they will be of the standard of an A Grade office building; and
- g. so as to achieve the ABGR Base Building Rating.

6.3.3. The Landlord must provide the Tenant within one month after the Date of Complete Occupation:

- a. final commissioning data for all Services and operation and maintenance manuals; and
- b. produce plans (in the form of one or more compact discs) for each level in the Building identifying:
  - i. the base Building mechanical services layout; and
  - ii. at a minimum, relevant Services, walls, finishes, fixtures and fittings for the level (base Building plans).

**6.4. Certificate of Access Condition**

- 6.4.1. The Landlord must in relation to each Stage:
- a. achieve Access Condition for each Stage; and
  - b. ensure that Access Condition is achieved,
- by the relevant Target Access Date.

**6.5. Certificate of Practical Completion of Premises**

The Landlord must achieve Practical Completion of the Works by the Date for Practical Completion.

**6.6. Changes to Works**

- 6.6.1. The Landlord may not make a material change to the Works, the Building Approval, the Landlord's Works Documents or the Integration Works Documents unless the change is:
- a. required by any Authority or by a court of competent jurisdiction;
  - b. required as a result of the Integration Works or the Fitout Works; or
  - c. approved by the Tenant, in accordance with Clause 14.13,
- provided that if a change to the documentation is required, the Landlord will promptly after the change is made provide the Tenant with a copy of the updated documentation indicating the change.

**6.7. Paint and carpet**

- 6.7.1. The Landlord must consult with the Tenant and provide the Tenant with a reasonable opportunity to consider and influence the selection of the paint and carpet to be used in the Landlord's Works, provided that subject to Clause 6.7.2, any change to the Landlord's original specification requested by the Tenant will be treated as a Variation Request under Clause 14.
- 6.7.2. If the Tenant selects carpet and paint finishes (or either of them) which differ from the Landlord's original specification, then provided that the Tenant's selection:
- a. is made by 22 August 2008;
  - b. has a specification which is not lower in standard in any respect than the Landlord's original specification;
  - c. does not involve additional cost to the Landlord (including in ordering and installing); and

- d. is able to be ordered and obtained by the Landlord in a time frame which is not longer than would apply to the materials in Landlord's original specification,

then the Landlord will order and use the Tenant's selection in place of the Landlord's original specification and that change will not be treated as a Variation.

**6.8. Allowance for saving in cost of security works**

The Landlord agrees at the option of the Tenant to:

- a. pay to the Tenant (or as directed by the Tenant) within 10 Business Days of request in writing; or
- b. allow the Tenant to set-off against any amount payable by the Tenant to the Landlord under Clause 14,

the amount of \$10,000.

**6.9. Reports**

6.9.1. The Tenant acknowledges that on 4 July 2008 the Landlord provided the Tenant with the:

- a. Asbestos Report (identifying whether there is any asbestos on or in the Land or the Building); and
- b. Geotechnical Report.

6.9.2. The Landlord must provide the Tenant with an updated Asbestos Report prior to Practical Completion, where the updated Asbestos Report will be the Asbestos Report for the purposes of the Lease.

**7. Tenant may inspect Works**

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**7.1. When inspection is permitted**

7.1.1. The Tenant (or persons authorised by the Tenant and approved by the Landlord) may enter the Premises to inspect, test and examine the Works at all reasonable times during the construction of the Works provided that the Tenant:

- a. has given reasonable notice of the inspection; and
- b. is accompanied by the Landlord or a Landlord representative; and
- c. complies with the Landlord's and the Builder's reasonable requirements in relation to safety, security and liability including the signing of any documents; and
- d. must not unreasonably interfere or disrupt the carrying out of the Works.

**8. Fitout Works**

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**8.1. Landlord Consultants and Landlord Contractors**

8.1.1. The Tenant:

- a. may invite the Landlord, the Landlord Consultants and Landlord Contractors to tender for any work that forms part of the Fitout Works; and
- b. may, at its absolute discretion, engage a Tenant Contractor who is not the Landlord, a Landlord Consultant or a Landlord Contractor to undertake the Fitout Works or any part of the Fitout Works.

**8.2. Conditions for access**

8.2.1. Before the Tenant may commence Fitout Works, the Tenant agrees to:

- a. submit the Fitout Works Documents to the Landlord for approval; and
- b. submit all Approvals required for the Fitout Works to the Landlord for inspection.

**8.3. Approval of Fitout Works Documents**

8.3.1. Within:

- a. 10 Business Days after receipt of the Fitout Works Documents, the Landlord must meet with the Tenant (or provide feedback in such other form as may be agreed) to discuss the Landlord's preliminary:
  - i. views regarding the adequacy of those documents; and
  - ii. a non-binding estimate of any Costs to the Landlord in respect of any variation required to the Landlord's Works as a result of the Fitout Works Documents, provided that in no circumstances will the Landlord be responsible for any discrepancy between this estimated Cost and the confirmed Cost provided under clause 8.3.1.b.v; and
- b. 15 Business Days after receipt of the Fitout Works Documents, the Landlord will advise the Tenant in writing (**FWD Advice Notice**) either:
  - i. that it accepts the Fitout Works Documents are prepared in accordance with the Tenant's obligations under this deed and they will become the Fitout Works Documents; or
  - ii. those documents are not prepared in accordance with the Tenant's obligations under this deed and detail the issues to be addressed, provided that the Landlord:
    - iii. will be regarded as accepting the Fitout Works Documents as the Fitout Works Documents if it does not issue the FWD Advice Notice within time referred to in this clause; and

- iv. will provide feedback to the Tenant in the FWD Advice Notice in relation to the likely impact that the Fitout Works Documents, if acted upon in their presented form, will have on the Landlord's ability to comply with its obligations under Clause 30.1.1;
- v. will separately confirm the Cost to the Landlord of any variation required to the Landlord's Works as a result of the Fitout Works, provided that the Cost will be assessed by the Landlord and approved by the Tenant on the same basis as if the provision by the Tenant of the Fitout Works Documents to the Landlord was the provision by the Tenant to the Landlord of a Variation Request under clause 14; and
- vi. (without limiting its rights under Clause 8.3.1.b.ii) may not accept or may require amendment to the Fitout Works Documents to the extent that the Fitout Works Documents may adversely affect the Landlord's ability to comply with its obligations under Clause 30.1.1, provided that if requested by the Tenant the Landlord will give its reasons for refusing to accept or requiring amendments to those documents.

8.3.2. Within 5 Business Days of the later of:

- a. receipt of the FWD Advice Notice; and
  - b. (if applicable) the determination of the Cost of any necessary variation to the Landlord's Works under Clause 8.3.1.b.v,
- the Tenant will in writing either advise the Landlord that it:
- c. accepts the Landlord's comments and will amend the Fitout Works Documents accordingly; or
  - d. does not accept the Landlord's comments in which case the matter will be a dispute resolved in accordance with Clause 28.

The Tenant will be regarded as accepting the Landlord's comments if it does not issue within time the written notice referred to in this clause.

#### **8.4. Access by Tenant**

8.4.1. When:

- a. the Tenant has complied with Clause 8.2 and obtained the Landlord's approval or that of the Expert;
- b. the Access Condition has been satisfied in respect of the relevant Stage; and
- c. the Tenant and any Tenant Contractor has complied with the Landlord's and the Builder's reasonable requirements in relation to safety, security and liability including signing any documents,

the Tenant and any Tenant Contractor are permitted access to the relevant Stage for the purpose of undertaking the Fitout Works.

**8.5. Notice in respect of each Stage**

8.5.1. The Landlord must use reasonable endeavours to give to the Tenant not less than 20 Business Days notice in writing specifying the date by which the Landlord considers Access Condition will be achieved for each Stage.

**8.6. Inspection and Consultation**

8.6.1. Within 5 Business Days before the date on which the Landlord considers Access Condition will be achieved for each Stage, the Landlord, the Certifier and the Tenant will together conduct an inspection of the relevant Stage.

8.6.2. Following the inspection, the Certifier must consult with the Tenant about whether Access Condition has been achieved for the relevant Stage. The Certifier must consider any submission by the Tenant in making a determination on this issue.

**8.7. Certificate and condition report**

8.7.1. When the Certifier considers that the Access Condition has been achieved for a Stage, the Certifier must issue to both parties a certificate stating the date on which Access Condition was achieved for the relevant Stage.

8.7.2. A certificate regarding Access Condition only relates to access for Fitout Works and is not part of Practical Completion.

8.7.3. Prior to the issue of a certificate regarding Access Condition for a Stage, the parties will prepare a report (**Condition Report**) regarding the condition of the relevant Stage on the date when the Access Condition was achieved for the relevant Stage.

8.7.4. The Condition Report for a Stage will be agreed between the parties or otherwise determined by the Certifier.

8.7.5. The absence of an agreed or determined Condition Report for a Stage will not prevent the Certifier from issuing a certificate regarding Access Condition for that Stage.

**8.8. Final and binding**

8.8.1. Except for manifest error, the certificate issued by the Certifier is final and binding on all parties.



**8.9. Tenant's Fitout Works Obligations**

- 8.9.1. The Tenant agrees to ensure that the Fitout Works are done:
- a. according to the Approvals obtained for them;
  - b. in a proper and workmanlike manner;
  - c. by properly qualified and experienced contractors; and
  - d. according to:
    - i. applicable standards including Australian Standards and the Building Code of Australia as at the Specified Date and all applicable laws; and
    - ii. the Fitout Works Documents,
  - e. so that when completed they will be of a standard consistent with an A Grade office building; and
  - f. so as to achieve an ABGR Tenancy Rating.

**8.10. Completion of the Fitout Works**

- 8.10.1. Completion of the Fitout Works will be evidenced by the issue of Certificates of Occupancy for the Fitout Works.

**8.11. Early Occupation by Tenant**

- 8.11.1. If the Tenant wishes to occupy floors, a floor, or part of a floor of the Premises prior to the Lease Commencement Date for the purposes of using that area as if the Tenant was occupying that area under the Lease, then provided that such occupation and use is lawful and does not interfere with or prejudice the Landlord's rights under this deed or with the ability of the Landlord or its Employees and Agents to comply with their obligations under or arising under this deed, the Landlord will permit the Tenant to occupy and use that area under a licence (**Early Occupation Licence**).
- 8.11.2. The Early Occupation Licence will commence on the date that the Tenant occupies the relevant area and terminates on the day before the Lease Commencement Date.
- 8.11.3. The terms of the Early Occupation Licence will otherwise be the same as the Lease (or if applicable, the Office Lease) except:
- a. Clauses 3.1.2 to 3.1.4, 14.8 and 40 are excluded;
  - b. the Lease (or if applicable, the Office Lease) will be amended as appropriate for the premises occupied and having regard to the ability of the Landlord to be able to comply with its obligations under the Early Occupation Licence subject to at the same time complying with its obligations under this deed;

- c. if there is any inconsistency between the terms of the Early Occupation Licence and this deed then the terms of this deed prevail to the extent of the inconsistency;
- d. the Landlord will be released from its obligations under the Early Occupation Licence to the extent its ability to comply with those obligations is affected by its obligations under this deed including to construct the Works; and
- e. under the Early Occupation Licence the Tenant will pay a licence fee to the Landlord for each floor of the wing of the Premises that the Tenant occupies, whether the Tenant occupies the whole floor of the wing of the Premises or only part, at a rate equal to the Rent that would otherwise be attributable to that floor on a NLA basis.

## **9. Tenant's Representative**

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### **9.1. Capacity**

- 9.1.1. The Tenant's Representative is to act for and on behalf of the Tenant as its agent with the powers and authorities conferred by Clause 9.2.

### **9.2. Authority**

- 9.2.1. Without limiting Clause 9.1, the Tenant and the Landlord agree that:
  - a. unless the Tenant notifies the Landlord to the contrary, the Tenant's Representative is authorised to do on the Tenant's behalf anything that the Tenant is empowered or required to do under this deed; and
  - b. any notice or other communication to be given to or made with the Tenant under this deed may be given to or made with the Tenant's Representative in addition to the Tenant.

### **9.3. Tenant's Representative replacement**

- 9.3.1. The Tenant may replace the Tenant's Representative by written notice to the Landlord.

## **10. Quantity Surveyor**

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### **10.1. Role of Quantity Surveyor**

- 10.1.1. The parties and the Builder must appoint the Quantity Surveyor, who will act as assessor, valuer or certifier in respect of:
  - a. the Price (as defined in Clause 14.7) for any Variation where the Landlord and Tenant are unable to agree;
  - b. any disputes regarding calculation of time including determining what period of time is reasonable for the purposes of Clause 25.2; and

- c. any other Costs properly incurred by the Landlord or the Tenant under or in connection with this deed for which the other party is or may be liable under this deed, where those Costs cannot be agreed between the Landlord and the Tenant (but not including the Agreed Damages).

**10.2. Parties to assist Quantity Surveyor**

- 10.2.1. The parties must assist the Quantity Surveyor in the performance of its duties including by providing in an appropriate form and in a timely fashion all the information that the Quantity Surveyor may reasonably require.

**10.3. Cost of Quantity Surveyor**

- 10.3.1. The parties must pay the costs charged by the Quantity Surveyor in equal shares.

**11. Landlord's warranties**

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**11.1. Warranties**

- 11.1.1. The Landlord warrants to the Tenant that:
  - a. the Landlord's Works will be built in accordance with the Landlord's Works Documents; and
  - b. (if applicable) the Integration Works will be built in accordance with the Integration Works Documents.

**11.2. Warranty acknowledgement**

- 11.2.1. The Landlord's warranties under this deed are not affected by any receipt or review of, or comment on, Building Approval by the Builder or the Tenant.

**11.3. Reliance on Landlord**

- 11.3.1. The Landlord acknowledges that the Tenant is relying on the Landlord having the necessary expertise or employing consultants who have the necessary expertise to design and construct the Works to achieve Practical Completion in accordance with the requirements of this deed.
- 11.3.2. Without limiting the generality of Clause 11.3.1 the Landlord warrants that:
  - a. it has checked and carefully considered the Landlord's Works Documents in Annexure A and is unaware of any defect or omission in that documentation which will affect its ability to design and construct the Landlord's Works; and
  - b. the design of the Landlord's Works will be effected in a professional manner by properly qualified persons in accordance with the requirements

of this deed and that construction in accordance with that design will satisfy the requirements of this deed.

**11.4. Warranties Unaffected**

- 11.4.1. The warranties given in Clause 11.3 will remain unaffected and the Landlord will be and continue to be responsible for the design and construction of the Landlord's Works and the construction of the Integration Works (if applicable) notwithstanding:
- a. any comment in accordance with this deed upon or review of the Landlord's Works Documents or the Integration Works Documents by either party; or
  - b. the engagement by the Landlord of consultants.

**12. Landlord's Representative**

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- 12.1.1. While the Landlord's Works are being carried out by the Landlord, the Landlord must appoint a representative (who the Landlord will identify as the Landlord's Representative to the Tenant's Representative by notice in writing).
- 12.1.2. Any communication to be made with or given to the Landlord under this deed may be given to or made with the Landlord's Representative.
- 12.1.3. The parties agree that:
- a. unless the Landlord notifies the Tenant to the contrary, the Landlord's Representative is authorised to do on the Landlord's behalf anything that the Landlord is empowered or required to do under this deed; and
  - b. any notice or other communication to be given to or made with the Landlord under this deed may be given to or made with the Landlord's Representative in addition to the Landlord.
- 12.1.4. The Landlord may replace the Landlord's Representative by written notice to the Tenant.

**13. Approvals**

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**13.1. Application for Building Approval**

- 13.1.1. The Landlord has obtained the Building Approval and has delivered a copy of that approval to the Tenant by the date of this deed.

**13.2. Landlord's obligations**

- 13.2.1. Subject to Clause 6.6.1 and except in relation to a variation to the Works agreed or determined under Clause 14, the Landlord may not vary the Building Approval or the plans, specifications and other documents approved by the Tenant without the Tenant's approval.

**13.3. Landlord Approvals**

- 13.3.1. The Landlord must obtain any Approval required in relation to the Works and deliver a copy of such Approval to the Tenant.

**13.4. Tenant Approvals**

- 13.4.1. The Tenant must obtain any Approval required in relation to the Fitout Works and deliver a copy of such Approval to the Landlord.

**14. Variations**

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**14.1. No Invalidation**

- 14.1.1. No Variation will invalidate this deed or render it or any part of it ineffective.

**14.2. Variations requested by the Tenant**

- 14.2.1. The Tenant may, during the course of the Landlord's Works, request the Landlord to vary the Landlord's Works by notice in writing (**Variation Request**) specifying the nature and extent of the Variation.

**14.3. Variation Restrictions**

- 14.3.1. The Landlord must notify the Tenant if it consents to carry out the Variation Request. The Landlord's consent may not be unreasonably withheld or delayed but may be withheld in the Landlord's absolute discretion if:
- a. the Variation requires any Approval or variation to the Development Approval;
  - b. the Variation would in the Landlord's reasonable opinion prejudice the Landlord including in relation to the Landlord's rights under this deed;
  - c. the Variation would in the Landlord's reasonable opinion diminish the value of the Building;
  - d. the Variation would in the Landlord's reasonable opinion decrease the NLA of the Premises or the number of Carparking Bays;
  - e. the Variation would in the Landlord's reasonable opinion detrimentally affect the ability of the Landlord to achieve the ABGR Base Building Rating;
  - f. the Variation would in the Landlord's reasonable opinion diminish the standard of finishes or quality or amenity provided within the Building;
  - g. the Variation would in the Landlord's reasonable opinion delay Practical Completion of the Works by more than 3 months; or
  - h. the Variation would in the Landlord's reasonable opinion require a variation to the Crown Lease.

14.3.2. Within 10 Business Days of receipt of a Variation Request, the Landlord must give a notice if it elects to withhold consent to the Variation Request and the justification according to the provisions of Clause 14.3.1.

14.3.3. If the Landlord fails to give a notice in accordance with Clause 14.3.2, it will be deemed to have consented to the Variation Request.

#### 14.4. Indicative Scope and Cost

14.4.1. Within 10 Business Days of receipt of a Variation Request, the Landlord must give a notice (**Estimated Price and Time Notice**) to the Tenant setting out:

- a. the Costs it will incur in considering the Variation Request and developing a Price and Time Notice;
- b. an estimate only of the likely Price and Time based on the information available to the Landlord; and
- c. where available, measures to be taken to avoid delay in the Works Program.

#### 14.5. Estimate of Price and Time

14.5.1. In no circumstances will the Landlord be responsible for any discrepancy between the estimate of the Price and the Time in the Estimated Price and Time Notice and the final Price and Time in the Price and Time Notice.

#### 14.6. Proceeding with the Variation Request

14.6.1. If the Tenant wishes to proceed with the Variation Request, it must give the Landlord written notice to proceed within 5 Business Days of receipt of the Estimated Price and Time Notice and for the avoidance of doubt that written notice will be taken to indicate the Tenant's agreement to pay the Costs referred to in Clause 14.4.1.a.

14.6.2. If the Tenant fails to give a notice in accordance with Clause 14.6.1, it will be deemed to have withdrawn the Variation Request.

#### 14.7. Finalising price and time

14.7.1. Within 10 Business Days of receipt of a notice in accordance with Clause 14.6.1 (or such greater period as is reasonable in the circumstances as detailed by the Landlord), the Landlord must give a notice (**Price and Time Notice**) to the Tenant setting out:

- a. a price (**Price**) for the Variation including:
  - i. the Costs (including profit margin and preliminaries) payable to the Builder and its Subcontractors (collectively, **Builder's Cost**) for carrying out any work as part of the Variation (provided that the

Builder's Cost must not include any Delay Costs, which must be accounted for separately in accordance with clause 14.7.1.a.iii) ;

- ii. the Costs payable to consultants and other contractors for carrying out any work as part of the Variation;
- iii. any Delay Costs payable for carrying out any works as part of the Variation (provided that for the costing purposes of this clause 14.7.1, Delay Costs will not be subject to the limit specified in clause 17.5);
- iv. fees to Authorities; and
- v. any other amount which the Landlord is required to pay to comply with the Variation Request,

but excluding any amounts which it will be entitled to recover from the Tenant under any other provision of this deed;

- b. its estimate of all Costs arising from the Variation to the Date for Practical Completion;
- c. its estimate of any damages, loss (including loss of Rent) or expense which will be incurred or payable by the Landlord arising from the Variation;
- d. any increase in the cost of the Landlord's insurance premium over and above the cost of that premium as it relates to the Landlord's Works caused by the Variation or if there have been more than one Variation by the combined effect of all the Variations;
- e. details of the effect which the Landlord anticipates that the Variation will have on the Works Program, its ability to achieve any Access Condition by the relevant Target Access Dates and/or Practical Completion by the Date for Practical Completion and any extension of time that the Landlord may require to implement the Variation that cannot be made up elsewhere (**Time**); and
- f. its opinion on the effect the Variation will have for the purposes of Clause 14.8.1 including upon NLA and Rent.

14.7.2. If the Tenant does not agree to the Price specified by the Landlord in the Price and Time Notice within 5 Business Days of receipt of the Price and Time Notice or such later time as nominated by the Landlord acting reasonably, then, unless the Tenant has advised the Landlord that the Tenant does not wish to proceed with the Variation Request within that time, the Price will be as determined by the Quantity Surveyor and the Price and Time Notice is amended accordingly.

#### **14.8. Variation of Lease**

14.8.1. If the Variation may require a variation to the Lease the parties must agree the impact on the NLA, the Rent and any other Lease provision before the Landlord shall carry out the Variation.

**14.9. Variation Notice**

14.9.1. Upon receipt of a Price and Time Notice, the Tenant must within the later of:

- a. 10 Business Days of receipt of the Price and Time Notice; or
- b. 5 Business Days of the Quantity Surveyor advising the parties of the Price determined in accordance with Clause 14.7.2,

or such other time as agreed, promptly issue a notice to the Landlord to:

- c. carry out; or
- d. not carry out,

the Variation specified in the Variation Request.

14.9.2. If the Tenant does not issue to the Landlord written notice in accordance with Clause 14.9.1, the Tenant will be deemed to have given a notice to not carry out the Variation.

**14.10. Withdrawal of Variation Request**

14.10.1. If the Tenant issues a notice to the Landlord or is deemed to have issued a notice under Clause 14.6.2, Clause 14.7.2 or Clause 14.9.2 not to carry out the Variation specified in the Variation Request:

- a. the Variation Request will be deemed to have been withdrawn; and
- b. the Landlord must not proceed with the Variation.

14.10.2. If the Landlord does proceed with the Variation contrary to the terms of Clause 14.10.1.b, then the Landlord must pay all the costs relating to that work and any additional works to bring the Landlord's Works to their original condition.

**14.11. Variation Notice**

14.11.1. If the Tenant issues a notice to the Landlord to carry out the Variation specified in the Variation Request, it must:

- a. when it issues that notice, advise the Landlord that it agrees subject to Clause 14.7.2 with the Price and Time specified in the Price and Time Notice;
- b. pay to the Landlord (in accordance with Clause 14.12 to the extent applicable), the Price agreed or payable in accordance with Clause 14.11.1.a; and
- c. grant to the Landlord an extension of time to the relevant Target Access Dates and/or Date for Practical Completion equal to the Time specified in the Price and Time Notice.



**14.12. Payment of Price**

- 14.12.1. If the Variation is to the Landlord's Works and the Price agreed or determined:
- a. involves a Cost to the Landlord, then that Cost must be paid by the Tenant; and/or
  - b. involves a saving to the Landlord, then, subject to the Tenant's right to direct the Landlord in relation to the use of savings under Clause 2.11.5.a , the Landlord must re-allocate that saving to:
    - i. enhancements or additions to other parts of the Landlord's Works;
    - ii. the Integration Works; or
    - iii. the Replacement Works,as agreed between the parties, provided that if the total saving is not re-allocated despite the parties' best endeavours, the Landlord is not required to account to the Tenant for it.

**14.13. Landlord variations**

- 14.13.1. If Clause 6.6.1 applies, the Landlord must submit its proposed changes to the Tenant for its approval.
- 14.13.2. The Tenant may, within 10 Business Days of receipt of the Landlord's proposed variation, withhold its approval to the proposed variation if it reasonably considers that as a result of that variation:
- a. the Premises or the Buildings would be detrimentally altered from what appears in the Building Approval or is otherwise required by this deed;
  - b. there would be any increased Cost payable by the Tenant under this deed or the Lease unless the Landlord has agreed to pay that increased Cost on behalf of the Tenant;
  - c. the standard of finishes in or design of the Premises would be materially detrimentally affected;
  - d. the Services (including the number of lifts) will be materially detrimentally affected;
  - e. the Date of Practical Completion would or would be likely to occur after the Date for Practical Completion as a result of that variation;
  - f. the Landlord's Works would be materially inconsistent with the design, intent and quality of the Landlord's Works Documents;
  - g. the variation would in the Tenant's reasonable opinion prejudice the Tenant including in relation to the Tenant's rights under this deed; or
  - h. the variation would in the Tenant's reasonable opinion decrease the NLA of the Premises or the number of Car Parking Bays.

- 14.13.3. The Tenant will be regarded as approving the Landlord's proposed variation if it does not respond within the time referred to in Clause 14.13.2.

**14.14. Payment for Landlord variations**

- 14.14.1. The Landlord will bear the Cost of any variations, approved pursuant to Clause 14.13, including any variation required to the Fitout Works or the Integration Works required as a result of the Landlord variations.
- 14.14.2. The Tenant will bear the Cost of any variations required to the Landlord's Works required as a result of the Fitout Works (as contemplated in clause 8.3.1.b.v) or the Integration Works (as contemplated in clause 4.8.8).

**14.15. Payment for Notices**

- 14.15.1. The Tenant will bear the Cost (including consultant's costs) of preparing any Estimated Price and Time Notice and any Price and Time Notice, aside from those Costs incurred under Clause 14.10.1.b.

**14.16. Register**

- 14.16.1. The Landlord must keep a register available to the Tenant specifying each agreed variation, agreed Prices and payment arrangements.

**15. Reporting and Project Control Group**

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**15.1. Project Control Group**

- 15.1.1. The Landlord will promptly establish a Project Control Group, which will consist of at least:
- a. the Landlord's Representative;
  - b. the Tenant's Representative;
  - c. the Landlord's Project Manager;
  - d. the Tenant's Project Manager;
  - e. the Certifier who will chair all meetings; and
  - f. any other person who the Tenant or the Landlord reasonably requests to attend (but not be a member) the Project Control Group.

The Tenant may only request the Builder or its Employees and Agents to attend if approved by the Landlord.

**15.2. Role of Project Control Group**

- 15.2.1. Without limitation to the parties' rights under this deed, the role of the Project Control Group is to:

- a. monitor compliance with this deed;
- b. ensure that the objectives of the Landlord and the Tenant under this deed are met; and
- c. consider any matters considered relevant by the Landlord and the Tenant regarding the Landlord's Works and the Fitout Works.

**15.3. Project Control Group meetings**

15.3.1. The Landlord must convene and hold Project Control Group meetings of intervals no greater than monthly from the date of this deed to the Date of Practical Completion.

15.3.2. Meetings will be:

- a. chaired by the Certifier; and
- b. minuted by the Landlord's Representative.

15.3.3. A quorum for a Project Control Group meeting requires the Tenant's Representative and the Landlord's Representative and the Certifier to be present.

**15.4. Report to be provided**

15.4.1. The Landlord must with the notice of meeting include a report dealing with all material matters including but not limited to the matters contained in Clause 15.5.

**15.5. Conduct of meetings**

15.5.1. The Landlord's Representative must provide notice of each meeting to each member of the Project Control Group at least 3 Business Days before each meeting. The notice must contain a formal agenda for the meeting which must include all material matters relating to the Works for the period since the previous meeting, including (to the extent relevant) but not limited to:

- a. a summary of key issues and risks;
- b. a summary of the current status of the Landlord's Documents;
- c. a review of progress against the Works Program in respect of:
  - i. Milestone Events;
  - ii. Milestone Dates;
  - iii. Critical Activities;
  - iv. design development;
  - v. construction of the Works; and

- vi. changes in Time agreed in accordance with this deed;
- d. a review of design issues and any technical problems with the Works;
- e. Authority Requirements and Approvals;
- f. experts or consultants reports;
- g. Variations;
- h. Defects; and
- i. compliance with the National Code of Practice for the Construction Industry and the OH&S scheme under the *Building and Construction Industry Improvement Act 2005* (Cth).

15.5.2. The Landlord or the Landlord's Representative will provide the Tenant's Representative with a copy of full and detailed minutes of each meeting within 5 Business Days after the meeting and the Tenant will advise of any changes within 5 Business Days after receipt prior to the minutes being taken as approved. If the Tenant advises of requested changes within the said 5 Business Days, the minutes will be carried over to the next meeting.

## **16. Certificates**

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### **16.1. Practical Completion of Premises**

- 16.1.1. The Landlord must use reasonable endeavours to give the Tenant at least 30 Business Days prior notice of the anticipated Date of Practical Completion.
- 16.1.2. Practical Completion in respect of the Works means when the Works meet the requirements in Schedule 4.

### **16.2. Inspection**

- 16.2.1. Within 5 Business Days before the day on which the Landlord anticipates the Certificate of Practical Completion will be issued, the Landlord, the Certifier and the Tenant will together inspect the Works.
- 16.2.2. If upon inspection pursuant to Clause 16.2.1, the Tenant is not satisfied that Practical Completion has been effected:
  - a. the Tenant will notify the Landlord and the Certifier to that effect in writing within 3 Business Days after its inspection where and in what respects Practical Completion has not been effected;
  - b. the Landlord will closely liaise with the Tenant and effect Practical Completion in accordance with its obligations under this deed; and
  - c. the Certifier must consider the issues raised by the Tenant in its notice.

**16.3. Certificate of Practical Completion**

- 16.3.1. Once the Certifier considers that Practical Completion has been achieved, the Certifier must issue to both parties a Certificate of Practical Completion in the form set out in Schedule 5.
- 16.3.2. The Date of Practical Completion will be the date specified in the Certificate of Practical Completion.
- 16.3.3. The issue of the Certificate of Practical Completion will not constitute approval of any work or other matter in respect of which it is issued nor will it be taken as an admission of the due performance of this deed by the Landlord.

**16.4. Final and binding**

- 16.4.1. Except for manifest error, the Certificate of Practical Completion is final and binding on all parties.

**16.5. Certificate of Occupancy**

- 16.5.1. It is acknowledged that for the purposes of Practical Completion a Certificate of Occupancy subject to conditions will be sufficient provided those conditions:
  - a. do not prevent the Tenant from lawfully occupying the Premises; and
  - b. would not, if left unsatisfied, preclude the Tenant from lawfully occupying the Premises.

**17. Events of Delay**

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**17.1. Events of Delay - Landlord**

- 17.1.1. The Landlord is entitled to an extension of time to the Target Access Dates and/or Date for Practical Completion only when:
  - a. it can demonstrate that it has been or will be delayed in reaching the relevant Target Access Date and/or Date for Practical Completion by a cause in Clause 17.1.3 (**Event of Delay**) (having regard to Clauses 17.1.4 and 17.1.5);
  - b. the cause was beyond the reasonable control of the Landlord, its Employees and Agents, the Landlord's Contractors and its Employees and Agents;
  - c. the Landlord, its Employees and Agents, the Landlord's Contractors and its Employees and Agents, did not contribute to the cause of the delay;
  - d. the Landlord, its Employees and Agents, the Landlord's Contractors and its Employees and Agents have taken all reasonable steps to mitigate the effect of the delay; and

- e. it has given all the notices required by, and strictly in accordance with, the requirements of this Clause 17.
- 17.1.2. The Landlord is not entitled to an extension of time to the Target Access Dates and/or Date for Practical Completion for a particular delay unless it has satisfied the requirements of Clause 17.1.1 in relation to that delay.
- 17.1.3. Subject to Clauses 17.1.4 and 17.1.5 the Events of Delay are:
- a. war, acts of terrorism or public enemy;
  - b. flood, tempest, lightning strike, earthquake, fire or other catastrophic event of natural causes;
  - c. fire or explosion;
  - d. subject to Clause 17.1.4, an industrial action or industrial dispute;
  - e. civil commotion or riot;
  - f. an order of a court which restrains or disrupts the Landlord, the Landlord's Employees and Agents, the Builder or the Builder's Employees and Agents in carrying out the Works (except where the order arises as a consequence of a breach of a duty owed at law by the Landlord, the Landlord's Employees and Agents, the Builder or the Builder's Employees and Agents to any person);
  - g. any act or omission of the Tenant or the Tenant's Employees and Agents which result in a breach of this deed by the Tenant;
  - h. any act or omission of the Tenant's Contractor or their Employees and Agents; and
  - i. delay caused by Unidentified Asbestos Materials or Unidentified Geotechnical Conditions.
- 17.1.4. An industrial action or industrial dispute is only an Event of Delay if the industrial action or industrial dispute:
- a. is of a state wide, territory wide, or nation wide character and is not specific to the Land or the Landlord or the Builder;
  - b. affects the Works; and
  - c. has not been caused by an act or omission of the Landlord or the Builder and does not result from any industrial action on any other building site on which the Builder is engaged.
- 17.1.5. Where more than one event causes concurrent delays and the cause of at least one of those events but not all of them is not an Event of Delay then to the extent that those delays are concurrent, the Landlord is not entitled to an extension of time for those delays.

- 17.1.6. Despite anything to the contrary, the relevant Target Access Date and/or the Date for Practical Completion will be extended by the time determined in respect of a Variation Request approved by the Tenant in accordance with Clause 14.11.1.c and such dates will not be extended for a Landlord variation approved by the Tenant under Clause 14.13.
- 17.1.7. Within 10 Business Days of it becoming evident to the Landlord (including if the Landlord is advised by its Employees or Agents) itself that it might be delayed in reaching a Target Access Date or the Date for Practical Completion, the Landlord must give the Tenant notice in writing informing the Tenant of the possible delay and providing the Tenant with an outline of the cause, and, where possible, the Landlord's estimate of the duration of the delay.
- 17.1.8. Within 10 Business Days after the conclusion of any Event of Delay, the Landlord must give a claim to the Tenant specifying the details of the Event of Delay (including full details of the cause of the delay, the date the delay commenced and the date that the delay ceased) and the extension of time requested by the Landlord to relevant Target Access Dates or to the Date for Practical Completion (or to any or all of them).
- 17.1.9. The Tenant will, within 10 Business Days of the issue of the claim for an extension of time under Clause 17.1.8, determine acting reasonably the period of the extension of time to which the Landlord is entitled and the relevant Target Access Dates or the Date for Practical Completion (or any or all of them as applicable) are (or is, as applicable) extended by that period.
- 17.1.10. In determining whether the Landlord is or will be delayed, it is not relevant for the Tenant to consider whether the Landlord can:
- a. reach Practical Completion by the Date for Practical Completion without an extension of time; or
  - b. by committing extra resources or incurring extra expenditure, make up the time lost.
- 17.1.11. If the Landlord disagrees with the Tenant's determination under Clause 17.1.9, then the Landlord may refer its claim to an Expert (appointed in accordance with Clauses 28.4.4.c to 28.4.4.e) for determination in accordance with Clause 28.

**17.2. Delay in construction**

- 17.2.1. The Landlord must continue to carry out according to this deed those of its obligations that are not directly affected by the Event of Delay.

**17.3. Compensation for deferred Rent Commencement Date**

- 17.3.1. The Landlord is entitled to an amount equal to the Rent and other amounts which would have been payable under the Lease for the period to which the

Landlord is entitled to an extension of time due to an Event of Delay referred to in Clause 17.1.3 g or h for the number of days of the extension of time (**Compensation Period**).

17.3.2. If the Landlord recovers Rent and other amounts for a Compensation Period from the Tenant under clause 17.3.1 due to an Event of Delay or Clause 14 due to a Variation, the Landlord cannot recover any further Rent or other amounts from the Tenant in respect of the same Compensation Period under Clause 17.3.1 or extension of time period under Clause 14 notwithstanding that (as applicable) other Events of Delay referred to in Clause 17.1.3 g or h also caused or contributed to the Compensation Period or another Variation has caused or contributed to the extended time period.

17.3.3. For clarity, the Landlord is not entitled to more than one amount of Rent and other amounts which would have been payable under Clause 17.3.1 for the same Compensation Period or Clause 14 for the same extension of time period.

#### **17.4. Entitlement to Delay Costs**

17.4.1. The Landlord is entitled to payment for any additional Costs reasonably and necessarily incurred by the Landlord Contractor and its Employees and Agents as a result of delay to the progress of the Works (**Delay Costs**) where both of the following apply:

- a. the delay was caused by one or more of the events referred to in Clause 17.1.3 g or h; and
- b. an extension of time has been determined in accordance with this deed.

#### **17.5. Delay Costs**

17.5.1. The maximum amount payable to the Landlord for Delay Costs is the Delay Cost Rate multiplied by the number of days of the delay, which sum includes all losses, costs, liabilities, expenses and damages.

#### **17.6. Mitigation**

17.6.1. The Landlord must take and must require its Employees and Agents (including the Builder) to take all reasonable measures to avoid or minimise costs damages expenses and loss incurred as a result of delay to the Works and to mitigate the consequences of any delay.

#### **17.7. Entitlements for Delay**

17.7.1. Once an amount and/or time is agreed or determined under this Clause 17 in respect of an Event of Delay, the Landlord is not entitled to claim any further amount and/or time in respect of the delay caused by that Event of Delay.



**18. Agreed Damages**

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**18.1. Agreed Damages**

18.1.1. The Landlord must pay to the Tenant the amount (if any) (**Agreed Damages**) being the aggregate of the actual costs reasonably incurred or payable by the Tenant (which the Landlord has been given a reasonable opportunity by the Tenant to reduce in a reasonable manner each time the Tenant contemplates incurring them, provided that proposals put by the Landlord if implemented by the parties must enable the Tenant to continue to perform its normal functions effectively) as a result of (**Agreed Damages Events**):

- a. Practical Completion of the Works not occurring by the Date for Practical Completion; or
- b. Access Condition in respect of any Stage not being achieved by the Landlord by the applicable Target Access Date,

for:

- c. any rent and outgoings that the Tenant must pay, acting reasonably, for occupying alternative premises (including remaining in occupation of existing premises by remaining under an existing lease, extending a lease, holding over, exercising an option for renewal or otherwise);
- d. obtaining (if reasonably necessary) and moving to alternative premises;
- e. establishing the Tenant in the alternative premises including interim fitout works; and
- f. vacating the alternative premises including, where legally required, removal of fitout and any make good in the alternative premises or payment in lieu of removal of fitout and make good,

less the Rent and other amounts that would have been payable by the Tenant under the Lease, and any other amounts, if the Tenant had, but for the Agreed Damages Event, moved to and occupied the Premises (after the Date of Practical Completion, the Rent and other amounts payable under the Lease will be disregarded in calculating the Agreed Damages); and

- g. in addition to the costs in clauses 18.1.1.c to 18.1.1.f, for those costs reasonably and necessarily incurred by the Tenant's Contractors arising from the delay which are payable by the Tenant to the Tenant's Contractors.

**18.2. Calculation of Agreed Damages**

18.2.1. Subject only to clause 18.2.2, the Agreed Damages payable by the Landlord to the Tenant are limited to and will not exceed:

- a. where they arise during the period from the Target Access Date for Stage 1 to and including the date that is six months after the Date for Practical Completion, \$250,000 in total aggregate; and
- b. where they arise during the period from the date that is six months after the Date for Practical Completion to and including the date that is the earlier of:
  - i. the Date of Practical Completion; and
  - ii. the date that this deed is terminated by either party in accordance with clause 20,\$750,000 in total aggregate.

18.2.2. If:

- a. during the period that Agreed Damages are payable under clause 18.2.1 and acting in accordance with clause 18.1.1 the Tenant elects to exercise an option to lease existing premises for a further fixed term (**Option Lease**); and
- b. the Tenant:
  - i. vacates those existing premises to occupy the Building prior to the expiry of the Option Lease; and
  - ii. is complying with its obligations (if any) to pay Rent under the Lease,then the Landlord agrees to pay to the Tenant any rent and outgoings payable under the Option Lease by the Tenant (excluding any transferee) from the date that the Tenant vacates those premises, provided that:
- c. the Landlord will only be required to pay the Tenant's rent and outgoings:
  - i. to the extent that there is any deficit between the rent and outgoings that the Tenant must pay and the rent and outgoings or other payments being collected by the Tenant from anyone occupying those premises after the Tenant vacates them; and
  - ii. up to an amount equal to the combined balance remaining (if any) of the \$250,000 referred to in clause 18.2.1.a and the \$750,000 referred to in clause 18.2.1.b; and
- d. once the Landlord has discharged its obligations under this clause 18.2.2 subject to clause 18.2.2.c, the Tenant will remain solely liable to pay any remaining rent and outgoings under the Option Lease.

**18.3. Interaction between Agreed Damages and Indemnity and Release by Landlord**

- 18.3.1. Subject to clause 18.3.2, the sole and exclusive remedy for the Tenant in relation to Agreed Damages Events are Agreed Damages, and accordingly Clause 20.11.1 has no application in relation to Agreed Damages Events.

- 18.3.2. Agreed Damages cease to be the sole and exclusive remedy for the Tenant in relation to Agreed Damages Events if the Tenant terminates this deed in accordance with clause 20, provided that the Landlord may set-off any Agreed Damages that the Landlord has paid to the Tenant against any compensation awarded to the Tenant following termination (whether in the form of an award of damages, or in the form of amounts payable by the Landlord to the Tenant pursuant to an indemnity under this deed, or otherwise) but only to the extent that the compensation awarded includes the Agreed Damages already paid.

## **19. Defects Liability Period and Maintenance**

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### **19.1. Rectification**

- 19.1.1. The Landlord must rectify promptly and make good all Defects in the Works which it becomes aware of or which are notified to the Landlord during the Defects Liability Period.

### **19.2. Tenant's notice**

- 19.2.1. If at any time during the Defects Liability Period any Defects in the Landlord's Works become apparent, then:
- a. the Tenant may from time to time issue a notice to the Landlord during the Defects Liability Period specifying the Defects; and
  - b. the Landlord must promptly and at its own Cost make good the Defects by appropriate rectification work within a reasonable time having regard to the nature of the Defect.

### **19.3. Defective make good**

- 19.3.1. If at any time within 26 weeks after the Landlord makes good a Defect under Clause 19.2 (or before the end of the Defects Liability Period, if that date is later), the making good is defective, the Tenant may notify the Landlord and the Landlord must make good the Defect by appropriate rectification work within a reasonable time having regard to the nature of the Defect.

### **19.4. Satisfaction of conditions imposed in Certificate of Occupancy**

- 19.4.1. The Landlord must satisfy all conditions specified in the Certificate of Occupancy issued subject to conditions under Clause 16.5.1 prior to the expiry of the Defects Liability Period.

### **19.5. Defect Meeting**

- 19.5.1. During the Defects Liability Period, the Tenant may call a meeting between the Landlord's Representative and the Tenant's Representative and the Landlord's Project Manager on 5 Business Days Notice if there is a Services defect issue which cannot be resolved under Clause 19.2.1.b.

## **20. Termination and Indemnities**

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### **20.1. Events of Default**

20.1.1. It is an event of default:

- a. by the Landlord, if it has not by each Target Access Date provided each Stage to the Tenant in the relevant Access Condition;
- b. by the Landlord, if the Certificate of Practical Completion has not issued by the Date for Practical Completion;
- c. by the Landlord, if the Landlord breaches any material obligation under this deed (excluding the events of default under Clause 20.1.1.a or b);
- d. by the Tenant, if the Tenant breaches any material obligation under this deed;
- e. by the Landlord, if the Landlord is or becomes Insolvent; or
- f. by either party, if that party disposes of its interest in this deed otherwise than in accordance with Clauses 27.9.

### **20.2. Notice of Default**

20.2.1. If an event of default occurs, the non-defaulting party may send to the defaulting party notice specifying the default complained of ("**Default Notice**") and requiring the defaulting party to remedy it.

### **20.3. Proceedings**

20.3.1. If within 20 Business Days (or such longer time approved by the non-defaulting party) from the date of receipt of a Default Notice pursuant to Clause 20.2.1 the default notified has not been rectified ("**Event of Termination**"), the non-defaulting party:

- a. if the event of default:
  - i. is an event of default under Clause 20.1.1.a or 20.1.1.b (these being Agreed Damages Events); and
  - ii. (if applicable) the Landlord is paying the Tenant Agreed Damages when due under this deed,may not commence any proceedings in relation to that event of default; and
- b. if the event of default arises under Clause 20.1.1.c to Clause 20.1.1.f, may at any time prior to rectification of the event of default commence proceedings against the defaulting party to enforce its rights, subject to Clause 20.5, under this deed.

**20.4. Sunset Date**

- 20.4.1. Subject to Clause 20.9, if Practical Completion has not been achieved by the Sunset Date, either party may give the other a notice terminating this deed.
- 20.4.2. The notice terminating this deed must comply with all relevant legislative requirements.

**20.5. Termination**

- 20.5.1. If a party gives the other party a termination notice according to Clause 20.4, then this deed is terminated.
- 20.5.2. Subject to Clause 20.5.3 the Tenant may not terminate this deed other than in accordance with Clause 20.4 and this Clause 20.5.
- 20.5.3. The Tenant may not prior to the Sunset Date terminate this deed for an Event of Termination arising from an event of default by the Landlord under Clauses 20.1.1.a or 20.1.1.b (those being Agreed Damages Events) unless:
- a. (if applicable) the Landlord is not paying the Tenant the Agreed Damages when due under this deed; and
  - b. where the Landlord is not complying with Clause 20.5.3.a and the Landlord has failed to pay the Agreed Damages due within 20 Business Days from the date of receipt of a written notice from the Tenant specifying its intention to terminate this deed for that event of default.
- 20.5.4. If an Event of Termination arises from an event of default under Clause 20.1.1.c, 20.1.1.d, 20.1.1.e or 20.1.1.f, then the non-defaulting party may, subject to Clause 20.9.1, give the defaulting party at any time prior to rectification of the default a further notice terminating this deed.

**20.6. Consequences of termination**

- 20.6.1. If this deed is terminated according to this Clause 20 then the Landlord and the Tenant are each released from further obligations under this deed.
- 20.6.2. Termination of this deed does not affect the Landlord's or the Tenant's rights in respect of a prior breach of this deed by the other.

**20.7. Consequences of termination on Fitout Works**

- 20.7.1. If at the date of termination of this deed, any part of the Fitout Works has been commenced in the Premises, then, on termination:
- a. if the defaulting party is the Landlord, the Landlord must either (at the Tenant's election):

- i. pay to the Tenant all amounts paid for the Fitout Works and any amount payable to any Fitout Works Contractor; or
  - ii. permit the Tenant to remove its Fitout from the Premises without the need to make good any damage caused to the Buildings by such removal; or
- b. if the defaulting party is the Tenant, the Tenant must (at the Landlord's election) either:
  - i. transfer to the Landlord title to the Fitout Works completed as at the date of termination; or
  - ii. remove its Fitout Works from the Premises repairing any damage caused to the Premises or Buildings by the removal and leaving the Premises or Buildings in the condition they were in at the time the Access Condition for the relevant Stage was achieved; or
- c. if the deed has been terminated for any reason other than the default of a party, the Tenant may:
  - i. remove its Fitout Works from the Premises repairing any damage caused to the Premises or Buildings by the removal and may continue to have access for this purpose; or
  - ii. make alternative arrangements in relation to the Fitout Works with the Landlord by agreement,  
  
provided that if within a reasonable time, given the nature and extent of the Fitout Works, the:
    - iii. Tenant has not removed its Fitout Works; and
    - iv. parties have not agreed any alternative arrangements,then the Landlord may direct the Tenant to, and the Tenant will, remove its Fitout Works from the Premises, repairing any damage caused to the Premises or Buildings by the removal and leaving the Premises or Buildings in the condition they were in when handed over to the Tenant in Access Condition.

20.7.2. If title to the Fitout Works is transferred to the Landlord, the Landlord must pay to the Tenant all the reasonable costs incurred by the Tenant in relation to the Fitout Works. In order to reduce the compensation payable to the Tenant under this clause, the Landlord or the Tenant may negotiate with any later tenant or otherwise mitigate its loss.

**20.8. Rights and liabilities of the parties following termination**

20.8.1. If either party terminates this deed according to its terms, without limiting any other rights, that party may:

- a. sue the other for compensation; and

- b. exercise all legal and equitable rights available to it.

20.8.2. Notwithstanding termination by the Tenant, the Tenant retains its rights under the 68 Northbourne Lease and the 70 Northbourne Lease referred to in Clauses 33.2, 33.3 and 33.4.

**20.9. Restriction on termination**

20.9.1. Despite Clause 20.5 (without affecting any other rights available to a party), a party is not entitled to terminate this deed if:

- a. at the time it would otherwise have the right to terminate, a Certificate of Occupancy has issued for the Landlord's Works; and
- b. where the Certificate of Occupancy issued for the Landlord's Works is subject to conditions, those conditions (and the fact that they are unsatisfied):
  - i. do not prevent the Tenant from lawfully occupying the Premises; and
  - ii. will not, if they are not satisfied, preclude the Tenant's continuing and lawful occupation of the Premises,

provided that the non-defaulting party's rights in respect of the default are otherwise unaffected.

**20.10. Indemnity and Release by Tenant**

20.10.1. The Tenant must indemnify the Landlord:

- a. at all times when the Tenant has access to or is in occupation of the Premises or the Buildings, against all liability, loss, Costs and expenses arising from or incurred in connection with:
  - i. the negligent use or misuse or any wilful act by the Tenant or the Tenant's Employees and Agents of the water, gas, electricity, lighting and other services and facilities of the Premises or Buildings;
  - ii. overflow or leakage of water in and from the Premises, to the extent that they are caused or contributed to by a negligent or wilful act of the Tenant or the Tenant's Employees and Agents; or
  - iii. loss damage or injury to property or to a person within or without the Premises or Buildings, to the extent caused or contributed to by a negligent or wilful act of the Tenant or the Tenant's Employees and Agents; and
- b. against all liability, loss, Costs and expenses arising from or incurred in connection with:
  - i. the Tenant's default under this deed; or

- ii. the Landlord terminating this deed because of the Tenant's default including the Landlord's loss of benefit of the Tenant performing its obligations under this deed and the Lease from the date of that termination until the Expiry Date,

excluding any liability, loss, costs and expenses which result from acts of the Landlord which are malicious, fraudulent, wilful, illegal or reckless.

- 20.10.2. The Tenant releases the Landlord from, and agrees that the Landlord is not liable for, liability or loss arising from, and Costs incurred in connection with damage, loss, injury or death except to the extent it is caused by the Landlord's act, negligence or default.

## **20.11. Indemnity and Release by Landlord**

- 20.11.1. The Landlord must indemnify the Tenant:

- a. at all times when the Landlord has access to or is in occupation of the Premises or the Buildings, against all liability, loss, Costs and expenses arising from or incurred in connection with:
  - i. the negligent use or misuse or any wilful act by the Landlord or the Landlord's Employees and Agents of the water, gas, electricity, lighting and other services and facilities of the Premises or Buildings;
  - ii. overflow or leakage of water in and from the Premises, to the extent that they are caused or contributed to by a negligent or wilful act of the Landlord or the Landlord's Employees and Agents; or
  - iii. loss damage or injury to property or to a person within or without the Premises or Buildings, to the extent caused or contributed to by a negligent or wilful act of the Landlord or the Landlord's Employees and Agents; and
- b. subject to Clause 18.3, against all liability, loss, Costs and expenses arising from or incurred in connection with the Landlord's default under this deed,

excluding any liability, loss, costs and expenses which result from acts of the Tenant which are malicious, fraudulent, wilful, illegal or reckless.

- 20.11.2. The Landlord releases the Tenant from, and agrees that the Tenant is not liable for, liability or loss arising from, and Costs incurred in connection with damage, loss, injury or death except to the extent it is caused by the Tenant's act, negligence or default.



**21. Costs**

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**21.1. Costs**

- 21.1.1. The Landlord and the Tenant must each bear their own Costs of and incidental to the negotiation, preparation and execution of this deed and the Lease.
- 21.1.2. The cost of the Certifier will be shared equally between the parties, except where the agreement appointing the Certifier otherwise specifies.

**21.2. Stamp duty payable in relation to this deed**

- 21.2.1. The Tenant will not pay any stamp duty in relation to this deed. The Landlord must pay all stamp duty in relation to this deed.
- 21.2.2. If, under the laws of the Jurisdiction, the Landlord is liable to pay stamp duty in relation to this deed, the Landlord must pay the stamp duty as it becomes due and payable.

**22. GST**

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**22.1. Consideration GST exclusive**

- 22.1.1. Unless otherwise expressly stated, all amounts or other sums payable or consideration to be provided under this deed are exclusive of GST.

**22.2. GST gross up**

- 22.2.1. If a supply under this deed is subject to GST the recipient agrees, subject to Clause 22.4.1 to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the prevailing GST rate.

**22.3. Time of payment**

- 22.3.1. The additional amount referred to in Clause 22.2.1 is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

**22.4. Tax Invoice**

- 22.4.1. The supplier must deliver a Tax Invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under Clause 22.2.1. The recipient can withhold payment of the amount until the supplier provides a Tax Invoice or an adjustment note, as appropriate.

**22.5. Adjustment Event**

- 22.5.1. If an adjustment event arises in respect of a taxable supply made by a supplier under or in connection with this deed, the amount payable by the recipient

under Clause 22.2.1 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or the supplier to the recipient as the case requires.

**22.6. Reimbursements**

- 22.6.1. Where a party is required under this deed to pay or reimburse an expense or outgoing of another party the amount to be paid or reimbursed by the first party will be the sum of:
- a. the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
  - b. if the payment or reimbursement is subject to GST, an amount equal to that GST.

**23. Intellectual Property**

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**23.1. Intellectual Property in the Landlord's Works Documents**

- 23.1.1. Intellectual Property in the Landlord's Works Documents vests in the Landlord.

**23.2. Landlord to grant licence**

- 23.2.1. The Landlord grants to, or will procure for, the Tenant a permanent, irrevocable, royalty free and non-exclusive licence (including a right of sublicense) to use, re-produce, adapt and exploit the Landlord's Works Documents in Annexure A in connection with the design, documentation and construction of the Fitout Works and the Integration Works Documents.

- 23.2.2. The Landlord must, at the request of the Tenant, create, sign execute or otherwise deal with any document necessary or desirable to give effect to Clause 23.2.1.

**23.3. Landlord warranty**

- 23.3.1. The Landlord warrants that:
- a. it is entitled to; or,
  - b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Landlord's Works Documents in Annexure A in the manner provided for in Clause 23.2.

**23.4. Intellectual Property in the Tenant's Documents**

- 23.4.1. Intellectual Property in the Fitout Works Documents, Integration Works Documents and the Fitness for Purpose Schedule vests in the Tenant.

**23.5. Tenant to grant licence**

- 23.5.1. The Tenant grants to, or will procure for, the Landlord a permanent, irrevocable, royalty free and non-exclusive licence (including a right of sublicense) to use, re-produce, adapt and exploit the Fitout Works Documents, the Integration Works Documents and the Fitness for Purpose Schedule in connection with the design, documentation and construction of the Works.
- 23.5.2. The Tenant must, at the request of the Landlord, create, sign execute or otherwise deal with any document necessary or desirable to give effect to Clause 23.5.1.

**23.6. Tenant warranty**

- 23.6.1. The Tenant warrants that:
- a. it is entitled to; or,
  - b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Fitout Works Documents, the Integration Works Documents and the Fitness for Purpose Schedule in the manner provided for in Clause 23.5.

**24. Notices**

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**24.1. Form**

- 24.1.1. Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed (communications) must be:
- a. in writing;
  - b. signed by:
    - i. an Authorised Officer of the sender;
    - ii. the sender's representative designated in Item 16 of Schedule 1;
    - iii. the sender's solicitor; or
    - iv. the sender's duly appointed agent, and
  - c. marked for attention as set out or referred to in Item 16 of Schedule 1; or, if the recipient has notified otherwise, then marked for attention in the way last notified.

**24.2. Confirmation**

- 24.2.1. Without affecting the rights of a party and the formalities required for notices issued under this deed, where possible each communication will also be

delivered or confirmed by email to the email address of each party (provided by each previously).

**24.3. Delivery**

24.3.1. The communications must be:

- i. left at the address set out or referred to at Item 16 of Schedule 1; or
- ii. sent by prepaid post (airmail, if appropriate) to the address set out or referred to at Item 16 of Schedule 1; or
- iii. sent by fax to the fax number set out or referred to at Item 16 of Schedule 1; or
- iv. given any other way permitted by law (except by email),

however, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

**24.4. When effective**

24.4.1. Communications take effect from the time they are received unless a later time is specified in them.

**24.5. Receipt - post**

24.5.1. If sent by post, communications are taken to be received 3 Business Days after posting.

**24.6. Receipt - fax**

24.6.1. If sent by fax, communications are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

**25. Consents**

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**25.1. Approvals and consents**

25.1.1. If the doing of any act, matter or thing under this deed is dependent on the approval, consent or authorisation (collectively, **Consent**) of a party or is within the discretion of a party:

- a. by giving its Consent a party does not make or give any warranty or representation about any circumstance relating to the subject matter of the Consent;
- b. unless there is a contrary intention, the party that is required to give that Consent:
  - i. must not unreasonably withhold or delay the giving of that Consent; but

- ii. may impose reasonable conditions in relation to that Consent; and
- c. that Consent is not effective unless in writing.

25.1.2. Nothing in this deed may be taken to be a Consent to any act or omission by either party prior to the date of this deed.

## **25.2. Time for giving Consents**

25.2.1. Where, under this deed and unless otherwise specified under this deed, a party requests the other party to give any Consent, the party whose Consent is requested must:

- a. promptly consider that request; and
- b. grant or refuse the Consent within the time frame (**Prescribed Time**):
  - i. agreed by the parties at that time; or
  - ii. if no time frame is agreed, within a reasonable time, having regard to all the circumstances but, in any event, not longer than 5 Business Days.

## **26. Confidentiality**

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### **26.1. Tenant's confidentiality obligations**

26.1.1. The Tenant agrees not to disclose information provided by any party that is not publicly available except:

- a. to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed; or
- b. to officers, employees, legal and other advisers and auditors of any party to this deed; or
- c. to any party to this deed provided the recipient agrees to act consistently with this clause; or
- d. with the consent of the Landlord; or
- e. as required by any law or stock exchange; or
- f. if the Landlord discloses the information under Clause 26.2.1; or
- g. as required by any competent judicial or parliamentary body or governmental agency .

### **26.2. Landlord's confidentiality obligations**

26.2.1. The Landlord agrees not to disclose information provided by any party that is not publicly available except:

- a. to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed; or
- b. to officers, employees, legal and other advisers and auditors of any party to this deed; or
- c. to any party to this deed provided the recipient agrees to act consistently with this clause; or
- d. with the consent of the Tenant; or
- e. as required by any law or stock exchange; or
- f. if the Tenant discloses the information under Clause 26.1.1.

**27. General**

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**27.1. Variation and waiver**

- 27.1.1. A provision of this deed, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

**27.2. No merger**

- 27.2.1. The warranties, undertakings and indemnities and all other provisions in this deed do not merge on Practical Completion of the Works, commencement of the Lease, or expiry or termination of this deed.

**27.3. Construction**

- 27.3.1. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

**27.4. Inconsistent law**

- 27.4.1. To the extent permitted by law, this deed prevails to the extent it is inconsistent with any law.

**27.5. Supervening legislation**

- 27.5.1. Any present or future legislation which operates to vary the obligations of a party in connection with this deed with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

**27.6. Caveat**

- 27.6.1. The Tenant may lodge a caveat against the title to the Land in the form attached in Schedule 11, but will permit the registration of any dealing to which it has given consent. However the Tenant must:
- a. not withhold its consent to any dealing which does not, and is not likely to, adversely affect its occupation, use and enjoyment of the Premises or its interest in them; and
  - b. respond promptly to the application for consent, act reasonably in considering whether to consent and not impose unreasonable conditions (if consent is given conditionally).
- 27.6.2. The Tenant must lodge a withdrawal of the caveat for any caveat lodged by or on behalf of the Tenant on the earlier of:
- a. registration of the Lease; or
  - b. termination of this deed; or
  - c. permitted assignment by the Tenant of its rights under this deed.
- 27.6.3. The Tenant's obligations under Clause 27.6.2 survive the termination of this deed.

**27.7. Counterparts**

- 27.7.1. This deed may consist of a number of counterparts, each signed by one or more parties to this deed. If so, the signed counterparts are treated as making up the one document.

**27.8. Serving documents**

- 27.8.1. Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under Clause 24.

**27.9. Assignment restriction**

- 27.9.1. Subject to the Landlord complying with its obligations under Clause 27.10, the Landlord may assign its interest in this deed.
- 27.9.2. The Tenant may not assign its interest in this deed without the prior written consent of the Landlord.

**27.10. Change of owner**

- 27.10.1. Within 5 Business Days after the Landlord has signed a heads of agreement or similar document to agree to a proposal for the transfer of the Landlord's

interest in this deed or the Land, the Landlord must provide a written notice to the Tenant advising of the proposed transferee (**Transferee Notice**).

- 27.10.2. Within 20 Business Days of receipt of the Transferee Notice (**Consideration Period**) the Tenant may advise the Landlord in writing of any concerns it has with the proposed transferee (**Concern Notice**).
- 27.10.3. If the Landlord receives a Concern Notice from the Tenant within the Consideration Period then the Landlord will take into account any concerns expressed by the Tenant in that Concern Notice regarding the proposed transferee.
- 27.10.4. The Landlord must not enter into an agreement for the transfer of its interest in this deed or the Land until the earlier of:
- a. the expiration of the Consideration Period;
  - b. receipt of a Concern Notice and notification to the Tenant that it has been taken into account under clause 27.10.3; and
  - c. receipt of a written notice from the Tenant advising it has no concerns regarding the proposed transferee.
- 27.10.5. The Tenant will endeavour in any Concern Notice to provide an explanation regarding its concerns about the proposed transferee, but the Landlord acknowledges that the Tenant may not be able to provide such an explanation.
- 27.10.6. If the Landlord transfers its interest in this deed or the Land (**Transferring Landlord**):
- a. the Tenant agrees to enter into a deed of covenant with the transferee under which:
    - i. the Tenant agrees with the transferee to comply with this deed as if the transferee was the Landlord;
    - ii. the transferee assumes the Landlord's obligations under this deed arising after the Landlord ceases to be the Landlord (except those obligations under Clauses 33.2, 33.3 and 34), subject to the Transferring Landlord remaining responsible for rectification of any Defects in accordance with this deed during the Defects Liability Period; and
  - b. the Landlord is released from any obligations under this deed arising after it ceases to be the Landlord (except those obligations under Clauses 33.2, 33.3 and 33.4).



**27.11. Landlord restructure**

- 27.11.1. If:
- a. the Landlord is (or becomes) a trustee, a responsible entity or custodian; or
  - b. any person who becomes Landlord under this deed is (or becomes) a trustee, responsible entity or custodian; or
  - c. there is a restructuring of the Landlord (including the Custodian or the Responsible Entity), the Trust or any of their Related Body Corporates, then if asked by a person referred to in subclause a. or b. or the Landlord (**Responsible Person**), the Tenant agrees to sign a variation of this deed or such other document (as applicable) provided that the variation or other document:
    - d. is in a form satisfactory to the Tenant acting reasonably; and
    - e. does not prejudice the rights of the Tenant under this deed.
- 27.11.2. The Landlord will pay any reasonable costs of the Tenant in relation to a variation of this deed or other document in accordance with this clause 27.11.

**28. Disputes**

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**28.1. Determination of disputes**

- 28.1.1. Unless the contrary intention appears, if a dispute arises regarding this deed (other than a dispute in relation to or referable to Clause 8.5 to Clause 8.8, Clause 10, Clause 16, Clause 19.3 or any clauses referred to in them) then Clause 28.4 will apply.

**28.2. Proceeding with the Landlord's Works**

- 28.2.1. Without limiting Clause 28.3, the Landlord must proceed with the Landlord's Works diligently, notwithstanding that there is a dispute between the parties, or that adjudication or other proceedings are pending or current.

**28.3. Continuing liability**

- 28.3.1. The reference of any dispute to an expert pursuant to this Clause 28 does not relieve either party from any liability for the due and punctual performance of that party's duties and obligations under this deed.

**28.4. Process to resolve disputes**

- 28.4.1. If a dispute arises to which this Clause 28 applies, either the Landlord or the Tenant must serve notice of the dispute on the other party, and such notice must:
- a. describe what the dispute is about; and

- b. attach copies of any correspondence or documents referred to in the dispute notice.

28.4.2. If a dispute notice is given, the Landlord and Tenant must convene a meeting between the following senior representatives:

- a. for the Landlord - the Portfolio Investment Manager or his nominee (being of equal or higher seniority); and
- b. for the Tenant - Manager, Commercial Support or his nominee (being of equal or higher seniority),

as soon as practicable, and no later than 10 Business Days after the dispute notice is given.

28.4.3. If the senior representatives have not resolved the dispute by discussion, acting reasonably and in good faith, within the period of 2 Business Days after the end of their meeting, the dispute must be referred to an Expert.

28.4.4. An Expert must be an appropriate practising professional with at least 10 years experience in the appropriate profession, independent of all parties (as applicable) and appointed at the request of either party, by agreement or:

- a. the President of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the President for the time being of the Property Council of Australia (ACT Division); or
- b. if there is no such body in existence at the time of the request, the President for the time being of an equivalent body,

provided that if the dispute relates to a claim by the Landlord for an extension of time under Clause 17, the parties agree to appoint as the Expert:

- c. the Primary Expert; or
- d. failing the Primary Expert accepting an appointment to act as the Expert within 10 Business Days of request, the Secondary Expert; or
- e. failing the Secondary Expert accepting an appointment within 10 Business Days of request, an Expert appointed in accordance with Clauses 28.4.4.a and 28.4.4.b.

28.4.5. Each party may make a submission either orally or in writing to the Expert within 10 Business Days after that appointment.

28.4.6. In making a determination the Expert must:

- a. act as an expert and not as an arbitrator;
- b. consider any submission made to it by a party; and

- c. provide the parties with a written statement of reasons for the determination.
- 28.4.7. The determination of the Expert is conclusive and binding on the parties except:
- a. in the case of manifest error; or
  - b. where the determination requires either party to expend more than \$1 million.
- 28.4.8. The costs of the Expert will be paid as directed by the Expert.
- 28.4.9. If the Expert fails to deliver a determination within 10 Business Days after the last day on which the parties are entitled to make submissions, either party may commence proceedings in relation to the dispute.

## **29. Landlord's Works Insurance**

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### **29.1. Insurance of the Landlord's Works**

- 29.1.1. The Landlord must effect and maintain insurance which covers the whole of the Works in respect of loss, destruction or damage of or to the property insured for the full reinstatement and replacement cost, and the sum insured must take into account (but is not to be limited by):
- a. the full amount of the cost to the Landlord to undertake the Works (**Works Cost**);
  - b. an amount reasonably providing for additional costs of demolition and of removal of debris (to be not less than 10% of the Works Cost);
  - c. a further amount reasonably sufficient for consultants' fees (to be not less than 5% of the Works Cost); and
  - d. an amount providing for escalation costs incurred including those costs as may be incurred (during any period of reinstatement or replacement) during the period up to Practical Completion of the Works.

### **29.2. Public liability insurance**

- 29.2.1. The Landlord must effect public liability insurance for an amount not less than \$20 million per event in respect of personal injury to or death of any person and in respect of any injury or damage to, or loss of, property, real or personal, including:
- a. property belonging to the Tenant, or in which the Tenant is interested and which is adjacent to or in the vicinity of the Land;
  - b. property of any person adjacent to, or in the vicinity of, the Landlord's Works; and

- c. where the accident arises out of or is caused by the execution of the Works.

**29.3. Professional indemnity insurance**

- 29.3.1. The Landlord must procure professional indemnity insurance for an amount not less than \$5 million from each Landlord Consultant (**Insured Consultants**). These policies must be maintained for a period of 7 years after the Date of Practical Completion of Premises.

**29.4. Workers' compensation insurance**

- 29.4.1. The Landlord must provide insurance for an unlimited amount against any liability, loss, claim or proceeding whether arising by virtue of any laws and Approvals relating to workers' compensation or employers' liability or at common law by any person employed by the Landlord in or about the execution of the Works and must ensure that the Builder is insured against any such liability in the case of employees of the Builder.

**29.5. Certificates of Currency**

- 29.5.1. On or prior to the date the Landlord commences construction of the Landlord's Works, the Landlord will give the Tenant's Representative copies of certificates of currency of all insurances required to be taken out by it under this clause.
- 29.5.2. The policies taken out by the Landlord under Clauses 29.1, 29.2 and 29.3 must note the Tenant's interest.

**29.6. Notices of potential claims**

- 29.6.1. The Landlord must as soon as practicable, inform the Tenant in writing of any occurrence that may give rise to a claim under a policy of insurance required by this Clause 29 and must keep the Tenant informed of subsequent developments concerning the claim.

**29.7. Failure to produce proof of insurance**

- 29.7.1. If after being requested by the Tenant's Representative to do so, the Landlord fails to produce within a reasonable time certificates of currency of the insurances required under this clause, the Tenant may (without otherwise affecting any other right the Tenant has) effect and maintain the insurance required to be effected according to this clause. The amount paid to do so shall be a debt due from the Landlord to the Tenant and payable within 20 Business Days of demand.

**30. Environmental obligations**

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**30.1. ABGR Rating**

- 30.1.1. The Landlord must undertake the Landlord's Works at the Premises to achieve the ABGR Base Building Rating and in this regard will co-operate with the Tenant to achieve this rating.
- 30.1.2. The Tenant must undertake the Fitout Works at the Premises to achieve the ABGR Tenancy Rating and in this regard will co-operate with the Landlord to achieve this rating.
- 30.1.3. The obligations of the parties in this Clause 30.1 are subject to the rights and obligations of the parties under the Green Lease Schedule.

**30.2. Obligations of the Parties**

- 30.2.1. Without limiting the generality of Clause 30.1 the Landlord must:
  - a. prepare the Building Approval;
  - b. carry out the Landlord's Works;
  - c. otherwise, take all reasonable steps to ensure that the Landlord complies with its obligations under Clause 30.1; and
  - d. except in exercise of its legitimate rights under this deed, the Tenant must not do, or omit to do, anything which would prevent or hinder the Landlord complying with Clause 30.1.
- 30.2.2. Without limiting the generality of Clause 30.1 the Tenant must:
  - a. obtain all necessary Approvals for the Fitout Works;
  - b. carry out the Fitout Works;
  - c. otherwise, take all reasonable steps, to ensure that the Tenant complies with its obligations under Clause 30.1; and
  - d. except in exercise of its legitimate rights under this deed, the Landlord must not do, or omit to do, anything which would prevent or hinder the Tenant complying with Clause 30.1.

**30.3. Landlord's Works Documents**

- 30.3.1. Where the Landlord considers that any aspect of the Landlord's Works Documents significantly adversely affects the Landlord's ability to comply with Clause 30.1, it must notify the Tenant that it wishes to vary the Landlord's Works Documents and that notice must specify:
  - a. the relevant aspect of the Landlord's Works Documents;

- b. the adverse impact that the aspect has in relation to the ABGR Base Building Rating; and
- c. the proposed Landlord variation which would be preferable in terms of achieving the ABGR Base Building Rating,

and the Tenant must within 10 Business Days advise the Landlord if it approves the variation of the Landlord's Works Documents.

30.3.2. If the Tenant fails to notify the Landlord in accordance with Clause 30.3.1 then the Tenant will be deemed to have approved the Landlord's proposed variation.

30.3.3. However, failure to notify the Landlord or notification by the Tenant that it cannot agree to vary the Landlord's Works Documents does not derogate from Landlord's obligation to comply with this deed.

#### **30.4. Variation and release of Landlord**

30.4.1. If the Tenant approves the Landlord's variation of the Landlord's Works Documents, this constitutes a Variation and Clause 14.13 of this deed will apply.

### **31. Landlord's warranty**

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#### **31.1. Landlord's warranty**

31.1.1. Despite anything to the contrary in this deed, the Landlord warrants to the Tenant and agrees that:

- a. it has fully examined the Land and all other areas outside the boundaries of the Land where work that is required in connection with the Landlord's Works and this deed will be done; and
- b. it has fully examined all other information available to it at the date of this deed relevant to the risks, contingencies and other circumstances having, or likely to have, an effect on its obligations (or its ability to discharge its obligations) under this deed which is obtainable by making reasonable enquiries.

### **32. National Code of Practice and Building and Construction Industry Improvement ("BCII Act")**

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#### **32.1. Builder to be accredited under the Scheme**

32.1.1. In the performance of this deed, the Landlord must ensure that:

- a. the Builder is accredited under the Australian Government Building and Construction OHS Accreditation Scheme (**Scheme**) established by the Building and Construction Industry Improvement Act 2005 (Cth) (**BCII Act**) at the time of entering into the Building Contract; and

- b. the Builder remains accredited under the Scheme at all times while carrying out the Works and complies with all conditions of Scheme accreditation.

**32.2. Compliance with the National Code of Practice**

32.2.1. In the performance of this deed, the Landlord must ensure that the Builder complies with the requirements of:

- a. the National Code of Practice for the Construction Industry (**Code**); and
- b. the Australian Government Implementation Guidelines for the Code (**Guidelines**),

revised September 2005, reissued June 2006.

32.2.2. Copies of the Code and Guidelines are available at <http://www.workplace.gov.au>.

**32.3. Contract changes affecting compliance with the Code or Guidelines**

32.3.1. Where a change in this deed or the Building Contract is proposed and that change would affect compliance of the Builder with the Code or the Guidelines, the Landlord must submit a report to the Tenant specifying the extent to which the Builder's compliance with the Code or Guidelines will be affected.

**32.4. Records and access**

32.4.1. The Landlord must ensure that the Builder maintains adequate records of the compliance with the Code and Guidelines by the Builder, its subcontractors, materials suppliers, consultants and related entities.

32.4.2. The Landlord must ensure that the Builder, its subcontractors, materials suppliers, consultants and related entities permit the Tenant or any person authorised by the Commonwealth, to have access to the records and to its premises to inspect and copy records and conduct interviews, as is necessary to allow validation of its compliance with the Code and Guidelines.

32.4.3. The Landlord must ensure that the Builder, its subcontractors, materials suppliers, consultants and related entities produce a specified document within a specified period, in person, by fax or by post if requested to do so by the Tenant or any person authorised by the Commonwealth.

**32.5. Effect of non-compliance**

32.5.1. If the Builder does not comply with the requirements of the Code and Guidelines, such that a sanction is applied by the Code Monitoring Group, the Tenant, without prejudice to any rights that would otherwise accrue, is entitled to record that non-compliance and take it into account in the evaluation of any

future tenders that may be lodged by the Builder or a related entity in respect of work funded by the Commonwealth or its agencies.

**32.6. Compliance with sanctions**

32.6.1. The Landlord and the Builder must not appoint a contractor, subcontractor, consultant or material supplier in relation to the Landlord's Works where the appointment would breach a sanction imposed by the Code Monitoring Group.

**32.7. Other contracts**

32.7.1. The Landlord must ensure that the Builder includes in all contracts and subcontracts in relation to the Landlord's Works, obligations equivalent to those under clauses 32.2 to 32.8.

**32.8. Interpretation**

32.8.1. In this clause 32, the terms 'related entity', 'material supplier' and 'Code Monitoring Group' have the same meaning as given to that term in the Australian Government Implementation Guidelines for the Code, revised September 2005, reissued June 2006.

**32.9. Landlord's responsibilities**

32.9.1. Compliance by the Builder with the Code, Guidelines or the BCII Act does not relieve the Landlord from responsibility to perform its obligations under this deed, or from liability for any defect in the Landlord's Works arising from compliance with the Code, Guidelines or the BCII Act.

**33. Special Conditions**

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**33.1. Release**

33.1.1. The Landlord and the Commonwealth of Australia (represented by the Department of Agriculture Forestry and Fisheries) entered into a variation of lease registered number 1115843.

33.1.2. The Landlord agrees that at the date of execution of this deed the Commonwealth of Australia is released from any further obligations to the Landlord arising from the variation of lease number 1115843 between Trust Company of Australia Limited and the Commonwealth of Australia.

**33.2. Holding over of 70 Northbourne Lease**

33.2.1. The Landlord agrees that upon expiry of the 70 Northbourne Lease, the Tenant may continue to remain in occupation of those leased premises:

- a. until the earlier of (**Holding Over Period**):



- i. the date being the day before the Date of Practical Completion;
  - ii. termination of the occupation of those leased premises by the Tenant in accordance with clause 33.2.2; and
  - iii. the date being the day before the Sunset Date; and
- b. at the same rent as the Rent payable at 1 October 2008 under the 70 Northbourne Lease; and
  - c. on the same terms and conditions as contained in the 70 Northbourne Lease, except where there is any inconsistency between the terms of the 70 Northbourne Lease and this deed, in which case the terms of this deed will apply.

33.2.2. The Tenant may terminate the 70 Northbourne Lease during the Holding Over Period by one month's written notice to the Landlord, provided that the Tenant may not terminate the 70 Northbourne Lease prior to 10 May 2010 (being the date which is 9 months after the Date for Practical Completion) unless the Tenant is otherwise entitled to terminate the 70 Northbourne Lease in accordance with its terms for the Landlord's breach.

33.2.3. The Landlord must not terminate the 70 Northbourne Lease or attempt to end the Tenant's continued occupancy under the 70 Northbourne Lease prior to the expiry of the Holding Over Period as long as the Tenant is not in default under the 70 Northbourne Lease.

33.2.4. Subject to Clause 33.3, the parties acknowledge that unless otherwise agreed (including in accordance with the applicable holding over provision in the 70 Northbourne Lease), the continued occupation under the 70 Northbourne Lease terminates on expiry of the Holding Over Period.

**33.3. Variation of 70 Northbourne Lease and 68 Northbourne Lease**

33.3.1. Subject to clause 33.3.2, with effect on and from the Date of Practical Completion, the parties agree to vary the:

- a. 70 Northbourne Lease by extending its term; and
- b. 68 Northbourne Lease by reducing its term (including by deleting the one year option),

so that the expiry date under both leases will be the date that is 9 months after the Date of Practical Completion.

33.3.2. If the Landlord has not achieved Practical Completion by the Sunset Date, then the Tenant may in its discretion by notice given to the Landlord not later than 20 Business Days after the Sunset Date require the Landlord to vary the 70 Northbourne Lease with effect on and from the Sunset Date by:

- a. extending its term to 7 June 2011 at the rent payable at 1 October 2008;

- b. inserting an option permitting the Tenant to extend the lease until 7 June 2012 at the rent payable at 1 October 2008, exercisable by the Tenant on the same terms and conditions as the Tenant must exercise the equivalent option under the 68 Northbourne Lease; and
- c. inserting a clause permitting the Tenant to terminate the lease by 6 month's prior written notice given to the Landlord.

33.3.3. The Landlord must at its own cost promptly and in any event prior to the effective date of the applicable variation obtain all necessary consents for the variation and stamp and register it.

33.3.4. The Landlord and Tenant must each bear their own costs in relation to preparation and execution of a variation under this clause 33.3.

#### **33.4. Variation of 68 Northbourne Lease**

33.4.1. The parties agree to vary the 68 Northbourne Lease by inserting the following additional Clause 45:

"The Lessee may (but is not obliged to, and subject to the remaining provisions of this Clause 45) surrender this lease at any time by giving six month's notice (which notice may expire at any time) to the Lessor, provided that the date of surrender must not be prior to 10 May 2010."

33.4.2. On receipt of a notice under Clause 45 the Lessor must promptly sign all documents, obtain any required consents and take all actions necessary to register the surrender.

33.4.3. On the date of surrender all further obligations on the Lessee under that lease including obligations to pay rent or make any other payment will cease.

33.4.4. The Landlord must at its own cost promptly and in any event prior to the effective date of the applicable variation obtain all necessary consents for the variation and register it.

33.4.5. The Landlord and Tenant must each bear their own costs in relation to preparation and execution of the variation under this clause 33.4.

#### **33.5. Caveats**

33.5.1. The Tenant may lodge caveats (**Caveats**) against the title to each of block 20 section 26 City and block 3 section 26 City in respect of the rights granted to the Tenant under Clauses 33.2, 33.3 and 33.4 (**Leases Rights Clauses**).

33.5.2. The Caveats will be in a form approved by the Landlord whose approval will be subject to Clause 25.

- 33.5.3. The Caveats will be in a form that:
- a. protects the rights of the Tenant under the Lease Rights Clauses; and
  - b. are limited to preventing dealings that may prejudice the Tenant's rights under the Leases Rights Clauses.
- 33.5.4. The Tenant will permit the registration of any dealing to which it has given consent. However the Tenant must:
- a. not withhold its consent to any dealing which does not, and is not likely to, adversely affect its occupation, use and enjoyment of the relevant premises or its interest in them; and
  - b. respond promptly to the application for consent, act reasonably in considering whether to consent and not impose unreasonable conditions (if consent is given conditionally).
- 33.5.5. The Tenant must lodge a withdrawal of the caveat for any of the Caveats lodged by or on behalf of the Tenant on the earlier of:
- a. registration of any instrument of variation that gives effect to the Tenant's rights under the relevant Lease Rights Clauses; or
  - b. termination of the relevant lease.
- 33.5.6. The rights and obligations of the parties under the Leases Rights Clause and this Clause 33.5 survive the termination of this deed.

## **34. Capacity and Liability**

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### **34.1. Interpretation**

- 34.1.1. All provisions of this Lease will have effect and be applied subject to this clause. For the purpose of this clause:
- a. "Assets" includes all assets, property and rights of personal or any nature whatsoever.
  - b. "Constitution" means the constitution of the Trust dated 11 June 1999 (as amended).
  - c. "Custodian" means Trust Company Limited ABN 59 004 027 749 or such other party as is the custodian for the time being appointed by the Responsible Entity in relation to the Trust.
  - d. "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian as Landlord under or in respect of this deed or any deed, agreement or other instrument collateral to this deed or given or entered into pursuant to this deed whether express or implied by statute or other legal requirements or arising otherwise howsoever.

- e. "Responsible Entity" means Stockland Trust Management Limited ACN 001 900 741 ABN 86 001 900 741 or such other party as is the responsible entity for the time being of the Trust as the term "responsible entity" is defined in the Corporations Act 2001.
- f. "Trust" means Advance Property Fund.

**34.2. Custodian's and Responsible Entity's Capacity**

- 34.2.1. The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.
- 34.2.2. The Responsible Entity must (and will be entitled to) perform the Obligations with the exception of those Obligations referred to in Clause 34.2.1 and must ensure that the Custodian performs the Obligations in Clause 34.2.1.

**34.3. Custodian's Limitation of Liability**

- 34.3.1. The Custodian enters into this deed as agent of the Responsible Entity and as custodian of the Assets of the Trust. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's agent and is not liable under any circumstances to any party under this deed. This limitation of the Custodian's liability applies despite any other provisions of this deed and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- 34.3.2. The Custodian is not obliged to do or may refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in Clause 34.3.1.
- 34.3.3. However despite anything in this clause, the Custodian is liable to the extent that a liability under this deed arises out of the Custodian's own fraud, gross negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

**34.4. Responsible Entity's Limitation of Liability**

- 34.4.1. Any liability of the Responsible Entity arising in connection with this deed is limited to the extent that the Responsible Entity is able to be indemnified for that liability out of the Assets of the Trust under the Constitution. The Tenant acknowledges and agrees that it may enforce its rights against the Responsible Entity with respect to the non-observance of the Responsible Entity's obligations under this deed only to the extent necessary to enforce the Tenant's rights, powers and remedies against the Responsible Entity in respect of the Assets of the Trust by subrogation or otherwise.

- 34.4.2. However, despite anything in this clause, the Responsible Entity is liable to the extent that a liability under this deed arises out of the Responsible Entity's own fraud, gross negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

## **35. Representations and Warranties**

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### **35.1. Warranties about the Landlord's power and authority**

35.1.1. The Landlord represents and warrants that:

- a. **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted; and
- b. **(power)** it has power to enter into this deed and the Lease and comply with its obligations under them; and
- c. **(no contravention or exceeding power)** this deed and the Lease and the transactions under them do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded; and
- d. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this deed and the Lease, to comply with its obligations and exercise its rights under them and to allow them to be enforced; and
- e. **(validity of obligations)** its obligations under this deed and the Lease are valid and binding and are enforceable against it in accordance with their terms; and
- f. **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process.

### **35.2. Warranties about the Tenant's power and authority**

35.2.1. The Tenant represents and warrants that:

- a. **(power)** it has power to enter into this deed and the Lease and comply with its obligations under them; and
- b. **(no contravention or exceeding power)** this deed and the Lease and the transactions under them do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers to be exceeded; and
- c. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this deed and the Lease, to comply with its obligations and exercise its rights under them and to allow them to be enforced; and

- d. **(validity of obligations)** its obligations under this deed and the Lease are valid and binding and are enforceable against it in accordance with their terms.

**36. Additional Landlord Works and Services**

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**36.1. Acknowledgment**

36.1.1. It is acknowledged that the Landlord will submit for the Tenant's consideration proposals for **(Works and Services)**:

- a. the provision of refurbishment works; and
- b. project management services.

These proposals if accepted will not require the Tenant to pay the Landlord more than \$3 million (including GST) for the Works and Services.

**36.2. No obligation**

36.2.1. The Tenant is under no obligation to accept the Landlord's proposals for Works and Services.

**SCHEDULE 1 ITEMS**

**1. Land**

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Block 1 Section 4 Barton, Volume 1550 Folio 83

**2. Premises**

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The Premises shown in the Premises Plans (lease of whole Building).

**3. NLA**

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Office – 35,199 m2  
Core Storage – 1,793 m2  
Conference Centre – 410 m2  
Forecourt Cafe Facility – 162 m2  
Basement (Office) – 4,125 m2  
Basement (Storage) – 1,081 m2  
Basement (Childcare) – 1,299 m2

**Car Parking Bays**

174 basement car spaces  
137 undercroft car space.

**4. Landlord's Contribution**

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\$12m (plus GST)

**5. Term of Lease**

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15 years

**6. Lease Commencement Date**

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The later of:

- a. 1 July 2009; and
- b. the day following the Date of Practical Completion.

**7. Rent Commencement Date**

---

As determined in accordance with Clause 2.13

**8. Expiry Date of Lease**

---

15 years after the Lease Commencement Date.

**9. Options**

---

2 x 5 years

**10. Premises Rent at the Rent Commencement Date**

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Subject to Clause 3.3, the amount of the Rent is calculated as follows:

- Office - \$370 per square metre of the NLA per annum (plus GST)
- Core Storage - \$170 per square metre of the NLA per annum (plus GST)
- Conference Centre - \$370 per square metre of the NLA per annum (plus GST)
- Forecourt Café Facility - \$410 per square metre of the NLA per annum (plus GST)
- Basement (Office) - \$310 per square metre of the NLA per annum (plus GST)
- Basement (Storage) - \$160 per square metre of the NLA per annum (plus GST)
- Basement (Childcare) - \$410 per square metre of the NLA per annum (plus GST)

Car Parking element of the Rent:

- Basement - \$1,750 per annum per vehicle space (plus GST)
- Undercroft - \$1,500 per annum per vehicle space (plus GST)

**11. Rent Reviews**

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The Rent Reviews are as set out in the Lease.

**12. Landlord's Works**

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Refurbishment of the Building in accordance with the Landlord's Works Documents subject to, and in accordance with, this deed.

**13. Fitout Works**

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Constructing and installing the fitout in the Premises.

**14. Works**

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The Landlord's Works and (if they are to be undertaken by the Landlord in accordance with this deed) the Integration Works.

**15. Date for Practical Completion**

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10 August 2009.



**16. Representatives and addresses for service**

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Landlord - Mr Greg Smith  
Address: Level 24, 133 Castlereagh Street, Sydney NSW 2001  
Fax: (02) 8988 2429

Tenant - Mr Jon Webb  
Address: GPO Box 401 Canberra City ACT 2601  
Fax: (02) 6270 2699

**17. Project Managers**

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Landlord's Project Manager - GHD Pty Limited

Tenant's Project Manager - Mr Jon Webb

**18. Quantity Surveyor**

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To be determined in accordance with this deed.

**SCHEDULE 2 LANDLORDS CONSULTANTS AND CONTRACTORS**

**Edmund Barton Building Refurbishment - Consultant Contact Details**

**Stockland : Client**

**Location:** Level 25, 133 Castlereagh St, SYDNEY NSW 2000  
GPO Box 998, SYDNEY NSW 1041

**GHD : Project Manager**

**Location:** 59 Cameron Avenue, BELCONNEN ACT 2617  
PO Box 36, BELCONNEN ACT 2616

**HBO + EMTB : Architect / Landscape Architect**

**Location:** 91 Northbourne Avenue, TURNER, ACT 2612  
**Location 2:** Level 2, 75 Elizabeth Street, SYDNEY NSW 2000

**Norman Disney & Young (NDY) : Mech / Elec / Dry Fire Engineer/Lifts**

**Location:** Level 2, Endeavour House, Franklin Street, MANUKA ACT 2603 (NDY)

**Taylor Thomson Whitting (TTW) : Structural Engineer**

**Location:** 20 Napier Close, DEAKIN ACT 2600

**Hughes Trueman : Hydraulic / Civil Engineer**

**Location:** First Floor, Block C, Trevor Pearcey House, 28-30 Traeger Court Bruce ACT 2617

**Wilde & Woollard (WW) : Cost Planner**

**Location:** 28 Eyre Street, KINGSTON ACT 2604  
PO Box 5429, KINGSTON ACT 2604

**Defira (ACT) : Fire Safety Engineer**

**Location:** Unit 2/11 Murray Crescent, MANUKA, ACT 2603

**BCA Certifiers : Building Certifier**

**Location:** Level 1, 19 Altree Court, PHILLIP ACT 2606

**Exergy : Greenstar**

**Location:** Unit H, 58-69 Lathlain St Belconnen ACT 2617  
PO Box 546 Belconnen ACT 2616

**DEPT OF THE ENVIRONMENT AND WATER RESOURCES : Heritage Approval**

**Location:** Treasury Building, King Edward Terrace, PARKES ACT 2600  
GPO Box 373, CANBERRA ACT 2601

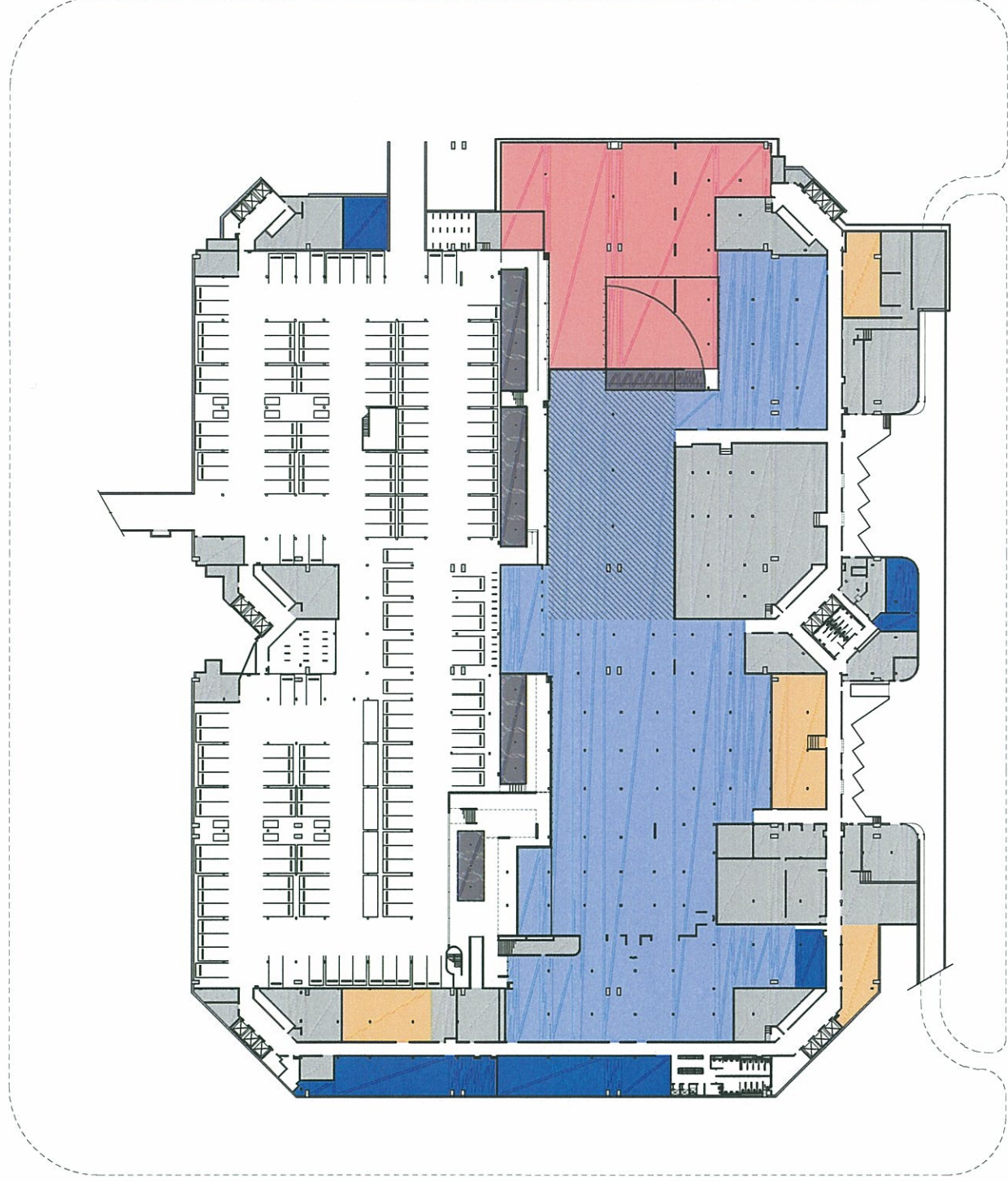
**NCA : Planning Approval**

**Location:**

**Builder - TBC**

**Tenders:** Baulderstone Hornibrook Pty Ltd  
Theiss Pty Ltd

**SCHEDULE 3 PREMISES PLAN**

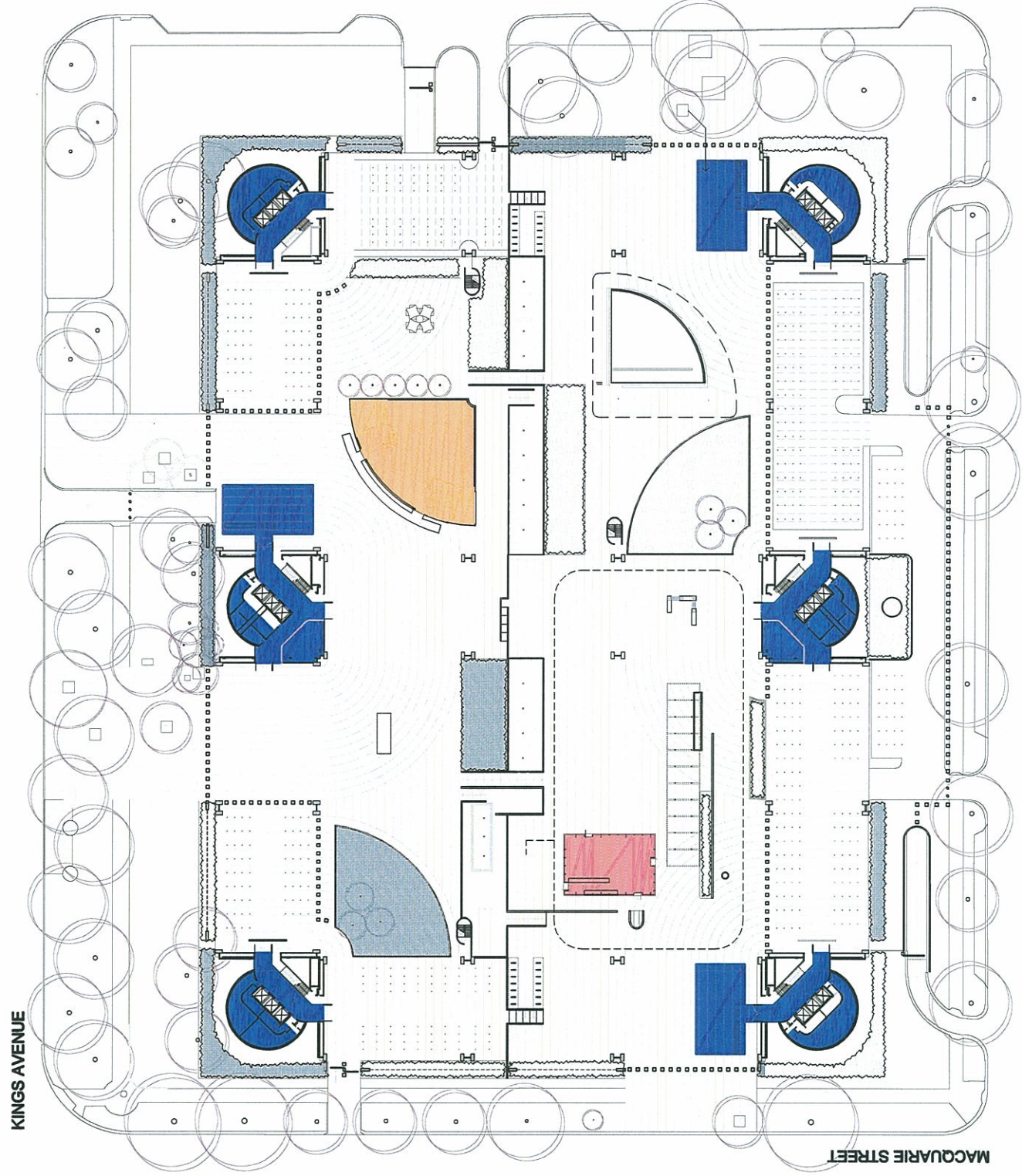


- Tenancy Office
- Tenancy Storage
- Tenancy Storage/Plant
- Childcare
- Plant
- Landscape
- Proposed area to accommodate 400m<sup>2</sup> computer floor

## BASEMENT LEVEL

# EDMUND BARTON BUILDING REFURBISHMENT

BLACKALL STREET



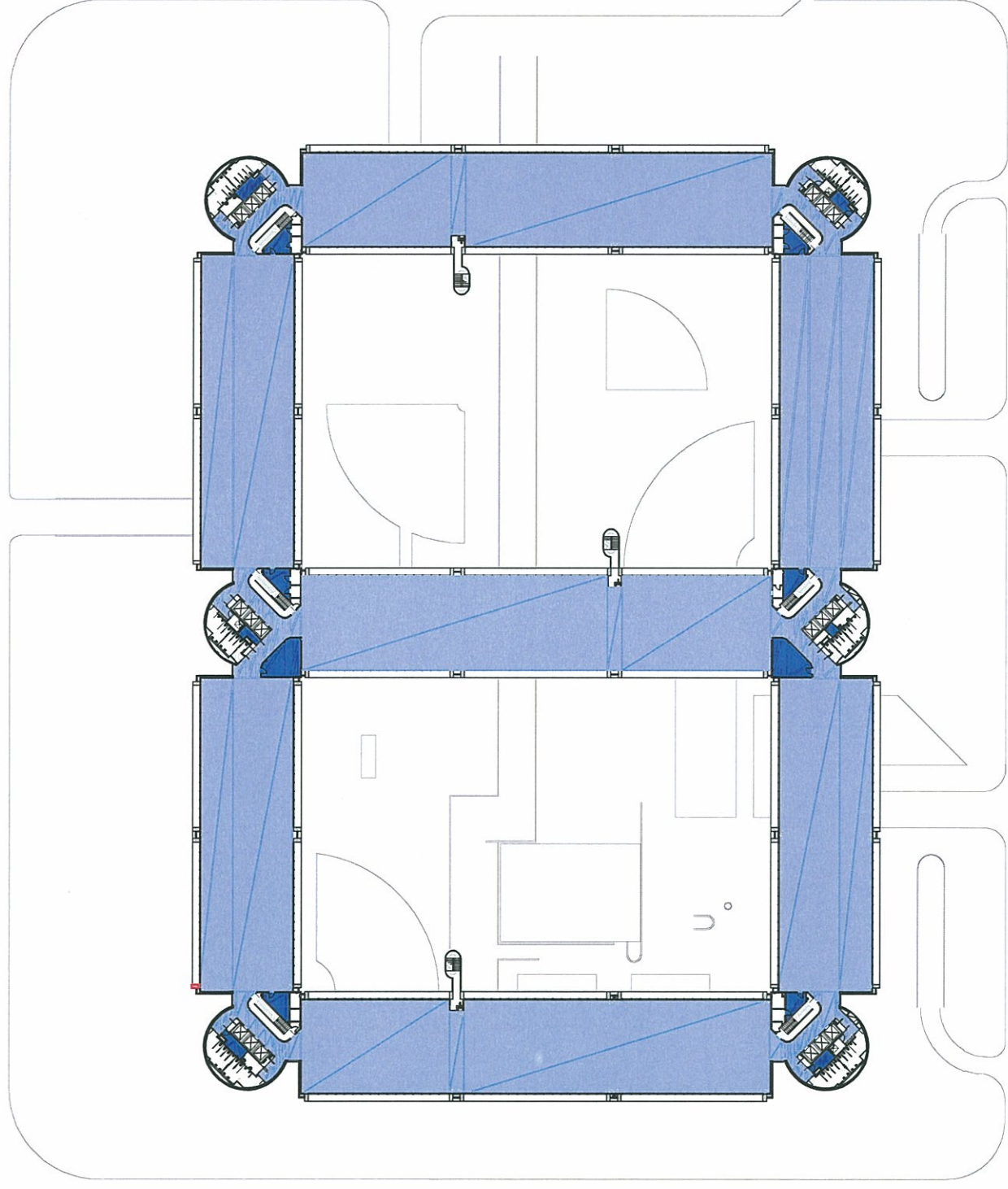
BROUGHTON STREET

MACQUARIE STREET

- Tenancy Storage
- Tenancy Conference
- Tenancy Cafe

## GROUND LEVEL

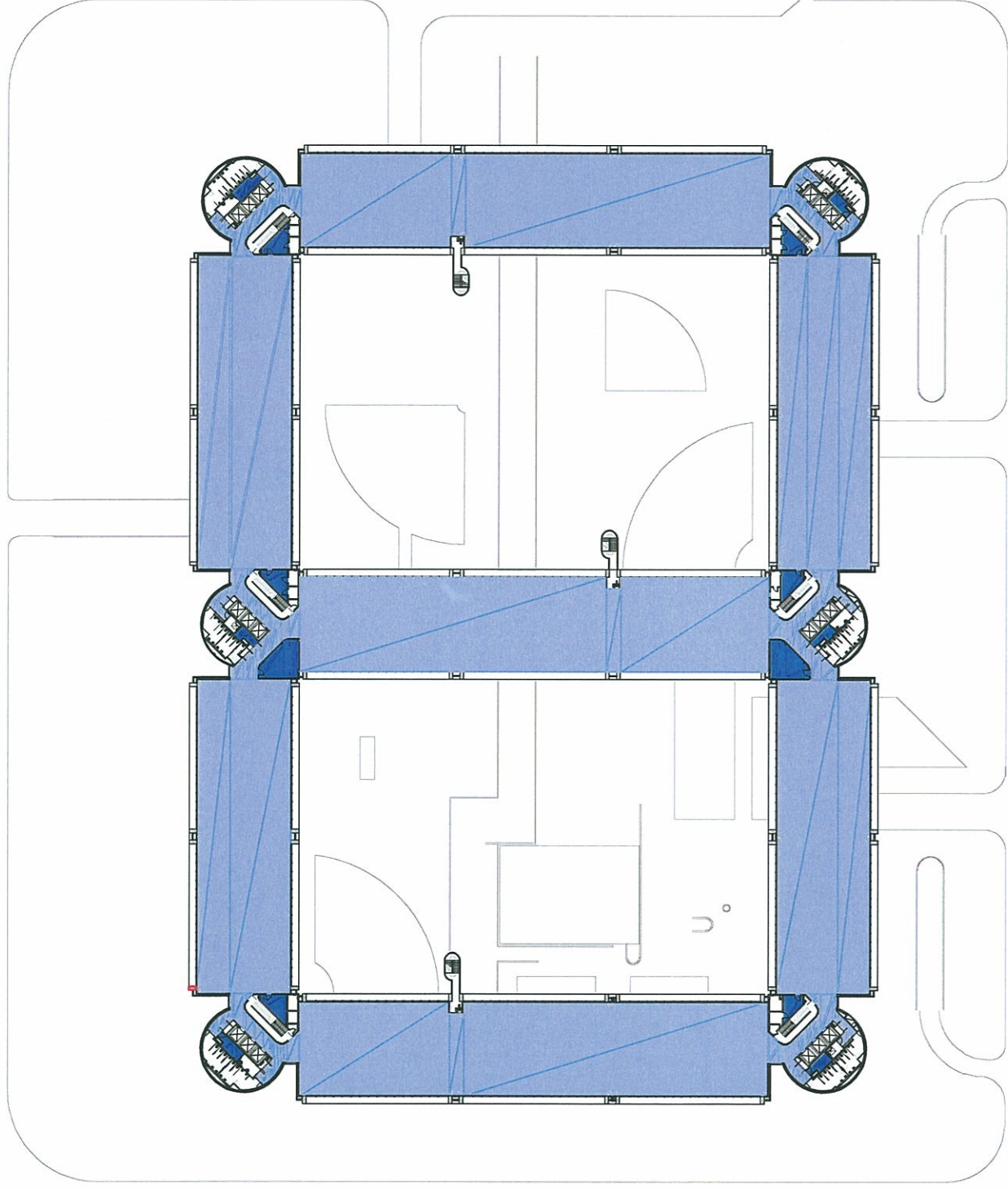
# EDMUND BARTON BUILDING REFURBISHMENT



Office  
Storage

# LEVEL 1

## EDMUND BARTON BUILDING REFURBISHMENT



Tenancy Office  
Tenancy Storage

## LEVELS 2 TO 5

# EDMUND BARTON BUILDING REFURBISHMENT



**SCHEDULE 4 PRACTICAL COMPLETION**

Practical Completion means the stage when:

- a. the Works are completed in accordance with this deed except for minor omissions and minor defects:
  - i. which, subject to completion of the Fitout Works, do not prevent the Building being used for the permitted purpose under the Lease for any legal or physical reason;
  - ii. rectification of which will not prejudice the Tenant's use or enjoyment of the Works;
- b. those tests, which are required by this deed to be carried out and passed before the Works are handed over to the Tenant, have been carried out and passed;
- c. the Works comply with the requirements of all relevant Authorities and all certificates and other forms of Approval necessary before the Works can be used and occupied have been obtained and copies provided to the Tenant including, but not limited to, a Certificate of Occupancy;
- d. the Land has been made free of all waste, surplus materials, rubbish and debris by the Landlord;
- e. all temporary services, plant, facilities, amenities and protection relating to the Works have been removed;
- f. the basement, ground floor core areas and upper floors of the Building are securable; and
- g. the Services are commissioned.

Despite anything else to the contrary, if incomplete Fitout Works or the nature of the Fitout Works prevent the issue of a Certificate of Occupancy or satisfaction of the other requirements in this Schedule 4 for Practical Completion then Practical Completion will nonetheless be achieved.

**SCHEDULE 5 CERTIFICATE OF PRACTICAL COMPLETION**

TO:

Commonwealth of Australia represented by the Australian Federal Police

Trust Company Limited and Stockland Trust Management Limited

**CERTIFICATE OF PRACTICAL COMPLETION**

1. Pursuant to Clause 16 of the deed dated [specify date] (deed) between Trust Company Limited, Stockland Trust Management Limited and Commonwealth of Australia for the design and construction of the Works at the Edmund Barton Building, Blackall Street, Barton ACT, and the lease of the Land and Building, I hereby certify that the Works referred to in the deed were completed in accordance with the deed except for the minor omissions and minor defects set out in the attachment to this certificate marked "Attachment A" on [insert date of practical completion].
2. The minor omissions and minor defects set out in "Attachment A" are matters:
  - i. which, subject to completion of the Fitout Works, do not prevent the Building being used for the permitted purpose under the Lease for any legal or physical reason; and
  - ii. rectification of which will not prejudice the Tenant's use or enjoyment of the Works.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ [year]

\_\_\_\_\_  
Certifier

\_\_\_\_\_  
Name

**SCHEDULE 6 STAGES AND ACCESS DATES**

<b>Stage</b>	<b>Description of Area</b>	<b>Target Access Date</b>
1	2 core areas plus 1 wing of the Building*	16 April 2009
2	2 core areas plus 3 wings of the Building*	30 May 2009
3	2 cores plus 3 wings and all remaining Works (including the full basement area)	10 August 2009

\* The combination of core areas and wings of the Building will be as selected by the Landlord.

**SCHEDULE 7 ACCESS CONDITION**

Access Condition means, in relation to each Stage, when each of the following events has occurred:

- a. the Works have reached the stage where it is safe and appropriate to commence the Fitout Works in relation to that Stage;
- b. there is no work:
  - i. that should properly be repaired before the Fitout Works commence; or
  - ii. rectification of which, individually or collectively, would cause unreasonable disruption to the Fitout Works;
- c. if there is work to be done by the Landlord, that work must be able to be completed before the Fitout Works are completed;
- d. the Tenant's Contractor has a clear safe access to the Stage; and
- e. all rubbish and surplus material has been removed from the Stage and the Stage is clean and tidy.

**SCHEDULE 8 ASBESTOS REPORT**

- a. Survey to determine the extent and condition of hazardous building and insulation materials at Edmund Barton Building Kings Avenue Barton ACT dated October 1999 (prepared for J G Service).
- b. Asbestos Management Plan for the Edmund Barton Building, Furzer Street Barton ACT dated July 2004 (prepared for Stockland Property Management).
- c. Analysis of building materials for asbestos content – Edmund Barton Building - Wing 1, Level 3 dated 13 September 2007 (prepared by Robson Laboratories Pty Ltd for GHD Pty Ltd).
- d. Re: Analysis of building materials for asbestos content – Edmund Barton Building - Wing 1, Level 3 dated 18 September 2007 (prepared by Robson Laboratories Pty Ltd for GHD Pty Ltd).
- e. Re: Analysis of building materials for asbestos content – Edmund Barton Building - Wing 1, Level 3 and ground level exterior Cores 1 and 4 dated 26 October 2007 (prepared by Robson Laboratories Pty Ltd for GHD Pty Ltd).
- f. Re: Edmund Barton Building, Cores 1 to 6 – Asbestos investigation works dated 24 March 2008 (prepared by Robson Environmental Pty Ltd for GHD Pty Ltd).
- g. Asbestos Survey Levels 1 to 5 & Part Basement Edmund Barton Building Kings Avenue Barton ACT dated 24 March 2008 (prepared by Robson Environmental Pty Ltd for GHD Pty Ltd).
- h. Asbestos Removal Control Plan Requirements and Methodology for the Removal of Asbestos Containing Materials from: Edmund Barton Building Kings Avenue Barton ACT dated 24 March 2008 (prepared by Robson Environmental Pty Ltd for GHD Pty Ltd).
- i. Re: Asbestos caulking Risk Assessment – Edmund Barton Building, Barton ACT dated 16 April 2008 (prepared by Robson Environmental Pty Ltd for GHD Pty Ltd).
- j. Re: Analysis of exterior window mastic for asbestos content from representative locations – Edmund Barton Building dated 19 May 2008 (prepared by Robson Environmental Pty Ltd for GHD Pty Ltd).

**SCHEDULE 9 MILESTONE SCHEDULE**

<b>Milestone Event</b>	<b>Milestone Date</b>
Provision of Draft Integration Works Documents for Stage 1 (2 cores plus 1 wing)	15 August 2008
Provision of Draft Integration Works Documents for Stage 2 (2 cores plus 3 wings)	22 August 2008
Provision of Draft Integration Works Documents for Stage 3 (2 cores plus 3 wings and all remaining Works (excluding stage 2 works))	3 October 2008
Provision of Draft Integration Works Documents for stage 2 works (basement and ground floor lobbies and café)	21 November 2008

In the event a revised design for stage 2 works is not received from the 21st November 2008, the landlord will complete the base building works in accordance with the approved DA dated 29th February 2008.

**SCHEDULE 10 INTEGRATION WORK DOCUMENTS REQUIREMENTS**

The Draft Integration Works Documents must be:

- 1 prepared by the Tenant's Employees and Agents exercising a competent level of skill, care and diligence in the execution and completion of the design to achieve the requirements of this deed;
- 2 capable of integration with the Landlord's Works;
- 3 able to be constructed in accordance with the Landlord's obligations under this deed; and
- 4 complete and comprehensive construction documents with sufficient detail (at least as comprehensive as the Landlord's Works Documents in Annexure A) to be constructed by the Landlord in accordance with its obligations under this deed.

**SCHEDULE 11 CAVEAT**



ACT GOVERNMENT  
Land Titles Act 1925  
Registrar-General's Office



CAVEAT

X

Form 036

Lodging Party

LTO Box Number or Address

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF**

I/We forbid the registration of any instrument affecting the land as required in item 5 unless this caveat:

- Is withdrawn by me/us or by order of the court; or
- Lapses fully or partially in order to allow registration of an instrument. REFER WARNING OVERLEAF.

1. LAND

Vol:Fol	Edition	District/Division	Section	Block	Unit
1550	83	Barton	4	1	

2. CAVEATOR

Full name (Surname Last) <b>Commonwealth of Australia</b>	Full postal address <b>c/- the Australian Federal Police 68 Northbourne Avenue Canberra 2600</b>
--------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

3. REGISTERED PROPRIETOR/S

Full name (Surname Last) <b>Trust Company Limited ABN 59 004 027 749</b>	Full postal address <b>Level 4, 35 Clarence Street Sydney NSW 2000</b>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------

4. NATURE OF THE ESTATE OR INTEREST IN THE LAND (Information regarding what is considered a caveatable interest - overleaf)

**Interest pursuant to an Agreement for Lease between the Registered Proprietor, the Caveator and Stockland Trust Management Limited dated August 2008.**

5. ACTION REQUIRED BY THIS CAVEAT (Tick appropriate box)

- |     |                                                                                                                     |                                     |
|-----|---------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| (a) | Prevention of all instruments with the land (refer to statutory exceptions overleaf).                               | <input checked="" type="checkbox"/> |
| (b) | Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925 | <input type="checkbox"/>            |
| (c) | Prevention of instruments as follows (refer overleaf)                                                               | <input type="checkbox"/>            |

Example: Transfers (T)

6. ADDRESS OF CAVEATOR FOR SERVICE OF NOTICES (Must be an address in the Australian Capital Territory (ACT))

**the Australian Federal Police, 68 Northbourne Avenue, Canberra ACT 2600 (Attention the Manager, Commercial Support).**

7. DATE

--

**SCHEDULE 11 CAVEAT**



ACT GOVERNMENT  
Land Titles Act 1925  
Registrar-General's Office



CAVEAT

<b>X</b> Form 036
----------------------

Lodging Party
LTO Box Number or Address

**PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF**

I/We forbid the registration of any instrument affecting the land as required in item 5 unless this caveat:

- Is withdrawn by me/us or by order of the court; or
- Lapses fully or partially in order to allow registration of an instrument. REFER WARNING OVERLEAF.

**1. LAND**

Vol:Fol	Edition	District/Division	Section	Block	Unit
1550	83	Barton	4	1	

**2. CAVEATOR**

Full name (Surname Last) <b>Commonwealth of Australia</b>	Full postal address <b>c/- the Australian Federal Police 68 Northbourne Avenue Canberra 2600</b>
--------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

**3. REGISTERED PROPRIETOR/S**

Full name (Surname Last) <b>Trust Company Limited ABN 59 004 027 749</b>	Full postal address <b>Level 4, 35 Clarence Street Sydney NSW 2000</b>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------

**4. NATURE OF THE ESTATE OR INTEREST IN THE LAND** (Information regarding what is considered a caveatable interest - overleaf)

<b>Interest pursuant to an Agreement for Lease between the Registered Proprietor, the Caveator and Stockland Trust Management Limited dated August 2008.</b>
--------------------------------------------------------------------------------------------------------------------------------------------------------------

**5. ACTION REQUIRED BY THIS CAVEAT** (Tick appropriate box)

(a) Prevention of all instruments with the land (refer to statutory exceptions overleaf).	<input checked="" type="checkbox"/>
(b) Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925	<input type="checkbox"/>
(c) Prevention of instruments as follows (refer overleaf)	<input type="checkbox"/>
Example: Transfers (T)	

**6. ADDRESS OF CAVEATOR FOR SERVICE OF NOTICES** (Must be an address in the Australian Capital Territory (ACT))

<b>the Australian Federal Police, 68 Northbourne Avenue, Canberra ACT 2600 (Attention the Manager, Commercial Support).</b>
-----------------------------------------------------------------------------------------------------------------------------

**7. DATE**

--

**8. DECLARATION BY CAVEATOR/CAVEATOR'S SOLICITOR OR CAVEATOR'S AGENT (delete whichever is not applicable)**

I, _____ of _____ (occupation)	
Do solemnly and sincerely declare that to the best of my knowledge, information and belief, the Caveator has a good and valid claim to the Estate and interest set out in item 4; and the caveat does not require leave of the Supreme Court ( <i>S107c(1) Land Titles Act 1925</i> ).	
I make this solemn declaration by virtue of the <i>Statutory Declarations Act 1959</i> and subject to the penalties provided by that Act for the making of false statements in Statutory Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.	
Declared at _____ on _____  the _____ day of _____ 20____	Signature of person before whom the declaration is made        Full name, qualification* and address of person before whom the declaration is made (in printed letters) (*Must be authorised under the <i>Statutory Declarations Act 1959</i> ).
Signature of person making the declaration	

**9. LAND TITLES OFFICE USE ONLY**

Examined by		Annexures/Attachments	
Data Entered by			
Registered by		Registration Date	

**PRIVACY STATEMENT**

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (the Authority), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. The Authority and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

**SCHEDULE OF NOTES**

- **WARNING: CARE SHOULD BE EXERCISED IN COMPLETING THIS FORM. AN INSUPPORTABLE CAVEAT MAY BE CHALLENGED IN THE SUPREME COURT; AND DAMAGES MAY BE AWARDED FOR LODGING A CAVEAT WITHOUT JUSTIFICATION.**
- A simple debt owed to a person by a registered proprietor of land would not of itself, entitle that person to lodge a caveat against the land.
- Item 5(a) - A caveat cannot prohibit the registration of a writ (lapsing, withdrawal, cancellation or removal of a writ); the entry of a caveat (lapsing, withdrawal or removal of a caveat); a dealing by a prior mortgagee; or a correction by the Registrar-General.
- If you tick item 5(b) the following dealings will be permitted: Notice of death, vesting, resumption or withdrawal of land; discharge of mortgage; registration/extinguishment/variation of easement; transmission application; registration of new or additional trustees; registration of a declaration by an executor or executrix.
- Item 5 (c) - Care should be taken not to forbid registration of any instrument for which the Caveator has no right to forbid.
- Section 10 *Land Titles (Unit Titles) Act 1970* **does not allow** caveats to carry forward to a Units Plan.
- Documents must be typed, or completed in black ink or biro.
- Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by the parties.
- If there is insufficient space in any panel use an annexure sheet.
- Volume, Folio and Edition references must be given.
- Provide full name and address of the caveator.
- Provide full name and address of the registered proprietor for the purposes of serving notice.
- Provide detailed information on the nature and/or interest in the land held by the caveator.
- Carefully identify the action required to be taken by this caveat.
- Provide the full postal address for the service of notices on the caveator.
- Statutory Declaration must be made by the caveator, caveator's solicitor or the caveator's agent and witnessed by an appropriate witness.

**SCHEDULE 12 A GRADE EXISTING OFFICE BUILDING EXCEPTIONS**

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**1.1 PCA A Grade for Existing Building. EBB Refurbishment Comparison.**

	Parameter	Measure	Grade A Requirement	Compliance of EBB with currently proposed scope for Stage 1 & 2
	Descriptor	N/A	High quality space including: <ul style="list-style-type: none"> <li>▶ Good views outlook and natural light</li> <li>▶ Good quality lobby and lift finishes</li> <li>▶ Good access from an attractive street setting</li> <li>▶ Good quality lift ride</li> <li>▶ High quality presentation and maintenance</li> </ul>	Complies
	<b>Environmental</b>			
	Environmental rating	Greenstar	An accredited rating	Complies with New building at 4 star
	Energy/greenhouse	ABGR Base building	An accredited rating	Complies with New building at 4.5 ABGR
	<b>Configuration</b>			
	Building Size	NLA	Greater than 5,000 m2	Complies
	Floor Plate	NLA	Greater then 700 m2	Complies
	<b>Mechanical</b>			
1	Zones (All Air Systems)	Sqm Perimeter Centre Zone	Less than or equal to 85/120	Complies
2	Tenant Equipment	W sqm	Less than or equal to	Complies

	Parameter	Measure	Grade A Requirement	Compliance of EBB with currently proposed scope for Stage 1 & 2
			15	
3	Tenant Supplementary Loop	Cooling W sqm	Less than or equal to 15	Complies
4	Building Intelligence	Type	Full BMCS including on-floor control	Complies
<b>Tenant Risers</b>				
5	General Exhaust	L/m2	Exists	Complies
6	Commercial Kitchen Exhaust	No	Not required	Complies with New building. Proposed in Stage 2
7	Supplementary Outside Air	Lts sqm	Exists	Complies:0.20 L/m2 proposed – via façade louvers
<b>Lifts</b>				
8	Waiting Intervals	Seconds	Less than or equal to 30	Complies with density of 1 person/12m2
9	Handing Capacity	%	Greater than or equal to 14	Complies
10	Goods lift	No.	Greater than or equal to 1	Complies (shared)
<b>Electrical</b>				
11	Power	VA/sqm (risers)	Greater than or equal to 50	Complies
12	Lighting	W/sqm	Less than or equal to 15	Complies
<b>Base Building Stand by Power</b>				
13	Emergency Services (other than lifts)	%	100	Complies
14	House Lights & Power	%	50	Complies



	Parameter	Measure	Grade A Requirement	Compliance of EBB with currently proposed scope for Stage 1 & 2
15	Tenant Supplementary Loop	%	100	Under review
16	Lifts		1 lift per rise	Complies
17	Emergency Services (other than lifts)	%	100	Complies
18	Tenant Lights & Power		Not required	Complies
19	Chillers	%	Not required	Complies
<b>Building Management</b>				
20	Type	Level	Operational on Site team for buildings greater than 30,000 sqm	Negotiable currently the case
<b>Communications</b>				
21	Tenant Data Risers	No.	Exists	Complies with New Building 1/30,000 sqm (or part thereof)
22	Master Antenna Television	Y/N	Y	Complies
23	In-Building Mobile Phone Coverage	%	100% NLA	Does not Comply not 100% in basement
<b>Security</b>				
24	Access System	Type	Proximity	Complies
25	Control Room or Desk	Level of Service	On site for buildings greater than 30,000 sqm	Complies
26	CCTV	Extent of coverage	Main public areas & goods lifts.	Does not comply CCTV coverage is provided to ground floor cores, not to goods lifts.

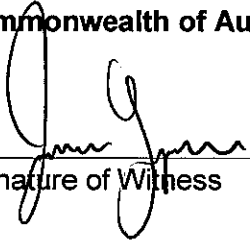
	<b>Parameter</b>	<b>Measure</b>	<b>Grade A Requirement</b>	<b>Compliance of EBB with currently proposed scope for Stage 1 &amp; 2</b>
27	Inter-Floor Fire Stairs Access	No.	Minimum of 1	Complies
	<b>Amenities</b>			
28	Change Room & Showers	Y/N	Y	Complies. On floors and in Basement
	<b>Parking</b>			
29	Carpark	Y/N	Y	Complies
30	Loading Docks and Bays	Y/N	Y	Complies

**SIGNING PAGE**

**Executed as a deed**

**Tenant**

SIGNED, SEALED AND DELIVERED )  
for and on behalf of the )  
**Commonwealth of Australia** by: )

  
\_\_\_\_\_  
Signature of Witness

JUSTIN SAWYERS  
\_\_\_\_\_  
Name of Witness in full

  
\_\_\_\_\_  
Signature of Authorised Person


M. S. KEELY.  
\_\_\_\_\_  
Name of Authorised Person in full

**Landlord**

SIGNED by **JOHN NEWBY** )  
as attorney for **Trust Company** )  
**Limited ABN 59 004 027 749** under )  
power of attorney registered number )  
134826 in the presence of: )

  
\_\_\_\_\_  
Signature of Witness

ALEEN CHAHROURA  
\_\_\_\_\_  
Name of Witness (block letters)

  
\_\_\_\_\_  
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

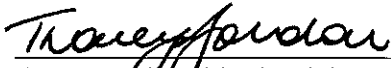
**Responsible Entity**

SIGNED by )  
as attorney for **Stockland Trust** )  
**Management Limited ABN 86 001** )  
**900 741** under power of attorney )  
registered number 135391 in the )  
presence of:

  
\_\_\_\_\_  
Signature of Witness

NERIDA SLEAMAN

\_\_\_\_\_  
Name of Witness (block letters)

  
\_\_\_\_\_  
By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

**ANNEXURE A. LANDLORD'S WORKS DOCUMENTS**

C

C

**Commercial**

Level 24, 133 Castlereagh Street T 02 9035 2782  
Sydney NSW 2001 F 02 8988 2782

[www.stockland.com.au](http://www.stockland.com.au)

GPO Box 998  
Sydney NSW 2001



17 July 2008

Jon Webb  
Coordinator - Business Environments  
Chief Operating Officer Portfolio  
AUSTRALIAN FEDERAL POLICE  
West Block  
Barton, ACT 2600

Dear Jon

Please find enclosed the following documents for Edmund Barton Building:

1. Documents Issued to AFP (CD) to go in the AFL
  - Schedule attached
2. Carpet and Paint samples board July 2008.
  - Carpet: Shaw Peto II 20 EW24. Style Number: 59369.  
Colour Name: Moonstruck
  - Wall Paint: Dulux colour Sandy Day quarter tint (P14C1Q).
3. Letter; AOCC Centre Accommodation in Edmund Barton Building.

Regards

A handwritten signature in black ink, appearing to be "Greg Smith", with a long horizontal line extending to the right.

Greg Smith  
Development Manager



File Reference	Details of Document	Comment
<b>RELEVANT TO THE FOLDER AFP FFRP ISSUES LOG</b>		
ABGR Simulation Report.pdf	Report of Simulation modelling of refurbished EBB to ABGR protocols	Issued 25/6 Responds to Issues Log item 4
AFP Computer Room Location.pdf	Drawing that shows the AFP Computer Room Location.	Issued 9/7 and in Lease drawings Responds to Issues Log items 59 & 45
Basement Carpark – EMA Letter.pdf	Letter outlining problems, alternative and solutions to the Basement Carpark.	Issued 20/6 Responds to Issues Log items 7 & 43
Basement Level.pdf	Drawing of the Basement Level.	Drawing issued to AFP in October 2007 Showing plant space allocated for tenant equipment Responds to Issues Log item 25
Basement Computer room.pdf	Drawing that shows the AFP Computer Room Location.	Issued 7/7 and in Lease drawings Responds to Issues Log items 59 & 45
BA Approval.pdf	BCA Certifiers BA approval.	Issued 11/7/08.
Air intake locations.pdf	Drawing showing location of Air intakes Ground floor level for cores which do not comply to FFPR	Issued 11/7 Responds to Issues Log Item 10
BMCS Point Schedule_Hardware List[1].pdf	List of BMCS Point Schedule Hardware Items.	Issued 25/6 Responds to Issues Log items 18,19,20,21 & 23
BMS Security Schematic.pdf	Indicative Schematic of Interface between Security and BMS for after hours AC control.	Issued 25/6 Responds to Issues Log item 20
Drawing Showing Mechanical Zones.pdf	Drawing showing mechanical zones.	Issued 25/6 Responds to Issues Log item 11



File Reference	Details of Document	Comment
Drawing Showing proposed DB room1.pdf	Drawing showing proposed DB Room 1.	Issued 20/6 Responds to Issues Log item 61
Drawing Showing proposed DB room2.pdf	Drawing showing proposed DB Room 2.	Issued 20/6 Responds to Issues Log item 25
E-007_Electrical Services - Lightning Assessment_ca03675c_16Jun08.pdf	Electrical Services Lightning Assessment conducted for Edmund Barton Building.	Issued 20/6 Responds to Issues Log item 40
Ex Summary Defire Alternative Solutions Report.pdf	Alternative Solutions Report documenting the findings of a fire safety engineering assessment.	Issued 20/6 Responds to Issues Log items 7 & 43
FFPR Services Issues Log V8.pdf	Engineering services issue log arising from FFPR Review.	Issued 11/7 Final Summary of Issues
Green Star - Office Design v2 080227.xls	Green Star Potable Water Calculator.	Issued 20/6 Responds to Issues Log item 5
Heat Exchanger Schedule.pdf	Table presenting the heat exchanger schedule for the Edmund Barton Building.	Issued 25/6 Responds to Issues Log item 13
IEQ5.pdf	Report assessing the feasibility of attaining the Green Star points available for IEQ-5.	Issued 25/6 Responds to Issues Log item 32
IEQ7.pdf	Report assessing the feasibility of attaining the Green Star points available for IEQ-4 & IEQ-7.	Issued 25/6 Responds to Issues Log item 32
Lighting Model ABGR.pdf	Excerpt from the Edmund Barton Building Energy Performance Simulation outlining the modelling for Lighting, Hours of operation & tenant condensor water loop.	Issued 25/6 Responds to Issues Log items 11,32,34, & 35
NDY Lift Report 10.09.07.pdf	Report assessing the lift services for compliance with the Property Council of Australia Guidelines for an A Grade Office Building.	Issued 20/6 Responds to Issues Log item 55
EBB Incoming Comms.pdf	Electrical Services – Incoming Communication Conduits for the Edmund Barton Building Refurbishment.	Issued 8/7 Responds to Issues Log item 60





File Reference	Details of Document	Comment
Possible Locations of Kitchens.pdf	Drawing outlining the locations of kitchens.	Issued 20/6 Responds to Issues Log item 49
Emergency Lighting Controllers Issue 38.pdf	Letter confirming the implementation of the emergency lighting controllers in each core, on each level in the Edmund Barton Building.	Issued 8/7 Responds to Issues Log item 38
NDY Acoustic report Pt 1	Acoustic report on Sound levels on Demonstration Floor	Issued 14/7 Responds to Issues Log item 2.
NDY Acoustic report Pt 2	Acoustic report on Sound levels plant rooms, LMR and on level 6	Issued 14/7 Responds to Issues Log item 2 & 56
Fire Brigade Commentary on Alternative solutions report pdf	Fire Brigade Commentary on Alternative solutions report	Issued 20/6 Responds to Issues Log items 7 & 43
BCA Section J- JV3-report 1 V2	Report from Designers confirming Compliance to Section J of BCA 2008	Issued with Disk Responds to Issues log item 7

File Reference	Details of Document	Comment
<b>RELEVANT TO FOLDER ASBESTOS DEFINITIVE</b>		
Asbestos Removal Plan March 2008.pdf	Asbestos Removal Control Plan and other relevant information in preparation for the removal of asbestos containing materials from the Edmund Barton Building.	Issued 4/7
Asbestos Management Plan 2004.pdf	Asbestos Management plan covering the identification, evaluation and control of asbestos hazards with reference to the Robson Laboratories Audit Report of May 1998.	Issued 4/7
Due Diligence Survey 1999.pdf	Report outlining the location, condition and possible hazards related to asbestos in the Edmund Barton Building in relation to the 1999 Survey.	Issued 4/7
First Tile Sample September 2007.pdf	Analysis of building materials for asbestos content at the Edmund Barton Building	Issued 4/7



File Reference	Details of Document	Comment
	based on a Robson Laboratories Asbestos Identification Report.	
Mastic and Caulking Summary April 2008.pdf	Asbestos Caulking Risk Assessment Report for the Edmund Barton Building after visual inspection and various building material sampling.	Issued 4/7
Survey 24 March 2008.pdf	Analysis of building materials for asbestos content - Basement Level to Level 5 - Edmund Barton Building.	Issued 4/7
Survey 26 October 2007.pdf	Analysis of building materials for asbestos content - Wing 1, Level 3 & G Level exterior Cores 1 & 4 - Edmund Barton Building.	Issued 4/7
Survey External Window Mastic May 2008.pdf	Analysis of exterior window mastic for asbestos content from representative locations in the Edmund Barton Building.	Issued 4/7
Survey Mastic & Caulking September 2007.pdf	Analysis of building materials for asbestos content - Wing 1, Level 3 - Edmund Barton Building.	Issued 4/7
Survey of Bathroom Insulation March 2008.pdf	Letter outlining results of asbestos investigation in Cores 1 to 6 of Edmund Barton Building.	Issued 4/7

File Reference	Details of Document	Comment
<b>RELEVANT TO FOLDER MISC DOCUMENTS</b>		
Geotech Report.pdf	Report summarizing the results of a desktop review of a previous Ground Test Pty Ltd investigation and engineering drawings prepared for the original building construction at the Edmund Barton Building.	Issued 4/7
NCA200(01).pdf	NCA Approved Ground Floor plan of Edmund Barton Building.	Issued to AFP early May in response to the Issues Log at that time.



File Reference	Details of Document	Comment
NCA Works Approval Letter.pdf	Letter from NCA outlining approval of works for Edmund Barton Building.	Issued to AFP early May in response to the Issues Log at that time.

File Reference	Details of Document	Comment
<b>RELEVANT TO FOLDER FOR CONTRACT DRAWINGS AND SPECIFICATIONS</b>		
Pdf copies of the drawings issued for Contract & Specifications under: <ul style="list-style-type: none"><li>- Architectural</li><li>- Civil</li><li>- Electrical</li><li>- Fire</li><li>- Hydraulic</li><li>- Lifts</li><li>- Mechanical</li><li>- Structural</li></ul>		Issued 5/6

File Reference	Details of Document	Comment
<b>RELEVANT TO FOLDER ADDENDUM</b>		

**Commercial**

Level 24, 133 Castlereagh Street T 02 9035 2782  
Sydney NSW 2001 F 02 8988 2782

www.stockland.com.au

GPO Box 998  
Sydney NSW 2001



17 July 2008

Tim Ashmore  
Team Leader  
Chief Operating Officer Portfolio  
AUSTRALIAN FEDERAL POLICE  
West Block  
Barton, ACT 2600

Ref: AOCC Centre Accommodation in Edmund Barton Building

Dear Tim

The Edmund Barton Building (EBB) architects have reviewed the AFP request as to the feasibility of EBB accommodating an AOCC facility. A number of factors, particular to the EBB including Heritage, NCPA requirements which restrict external envelope changes and floor area limitations imposed by the Crown Lease have greatly influenced the options considered. In addition the requirements of the AOCC including clear visual access of a large video display or (knowledge wall) in the command centre has significant structural, construction cost and eventual make-good implications. The AOCC brief assumptions detailed below and analysis of 3 options by the EBB architectural team (attached for reference) has concluded that the AOCC centre can not fit with in the building.

The following high level criteria were given for the design team to see if the AOCC Centre could be accommodated in the building;

- Accommodate 150 staff
- Minimum area required of 2,200m<sup>2</sup> up to 3,000m<sup>2</sup>
- 60% of the area to be built in theatre style with minimum 5m high stage/screen.
- Remaining area to be adaptable work area for conversion from work station to a crisis room with computer flooring.
- Operational 24 hours a day.

Three areas of the building have been reviewed for the AOCC Centre.

**Building Options**

<b>1. Basement</b>	<b>Comply</b>	<b>EBB Limitation</b>
- Area	Yes	
- Ceiling Height	No	Require considerable construction modification with excavation of the existing ground slab at considerable cost (>\$2M)
- Computer flooring	No	400m <sup>2</sup> available, 1200m <sup>2</sup> required
<b>2. Ground Level</b>		
- Area	No.	Approx 600m <sup>2</sup>
- Ceiling Height	No.	5.30m
- Computer flooring	No.	

<b>3. Level 5 Wing (core 3-4)</b>		
- Area	No.	950m2
- Ceiling Height	No.	3.20m achieved with modification to the roofing structure. This would require Heritage approval
- Computer flooring	No.	

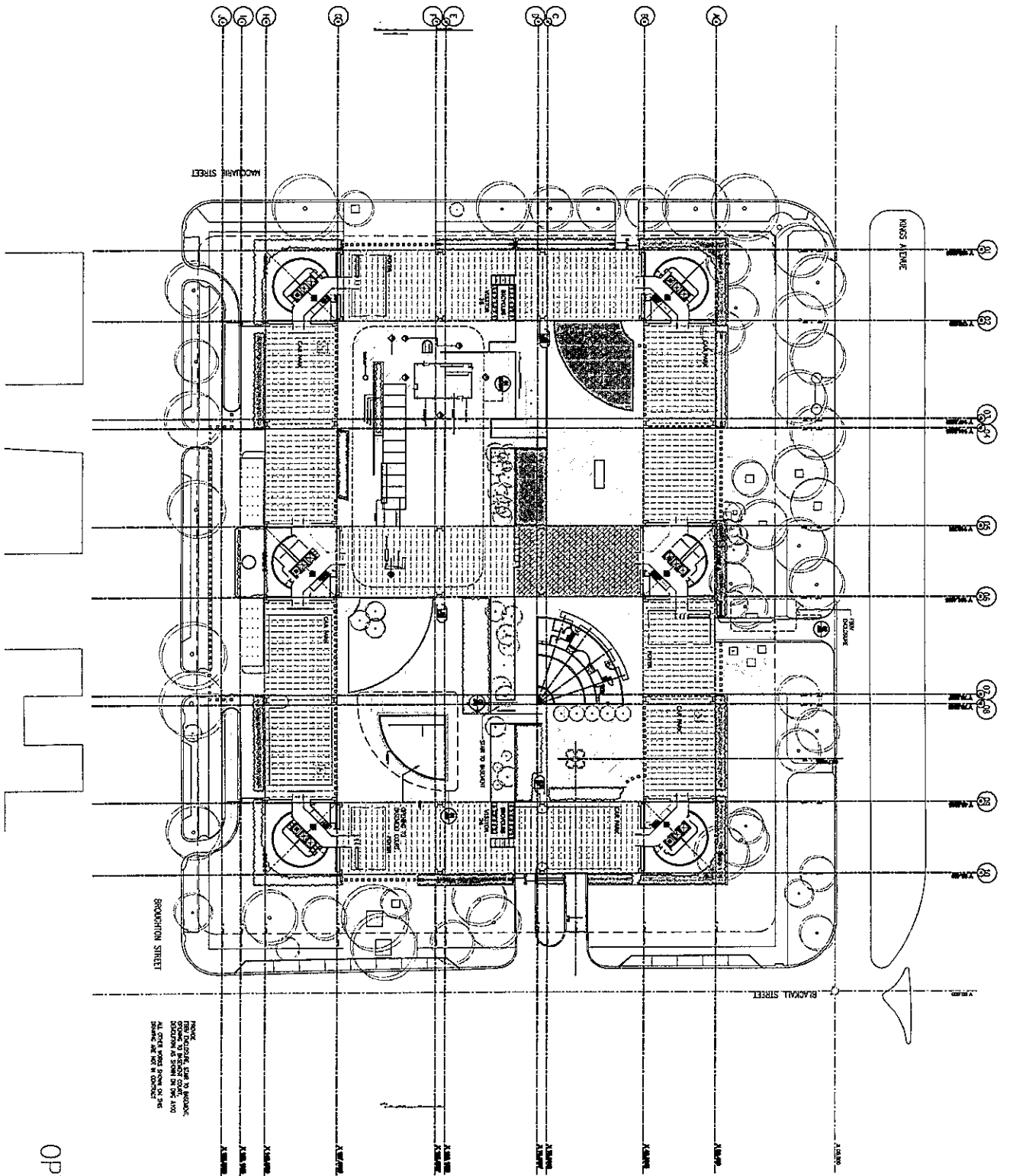
Please let me know if you require further clarification on the exercise.

Regards

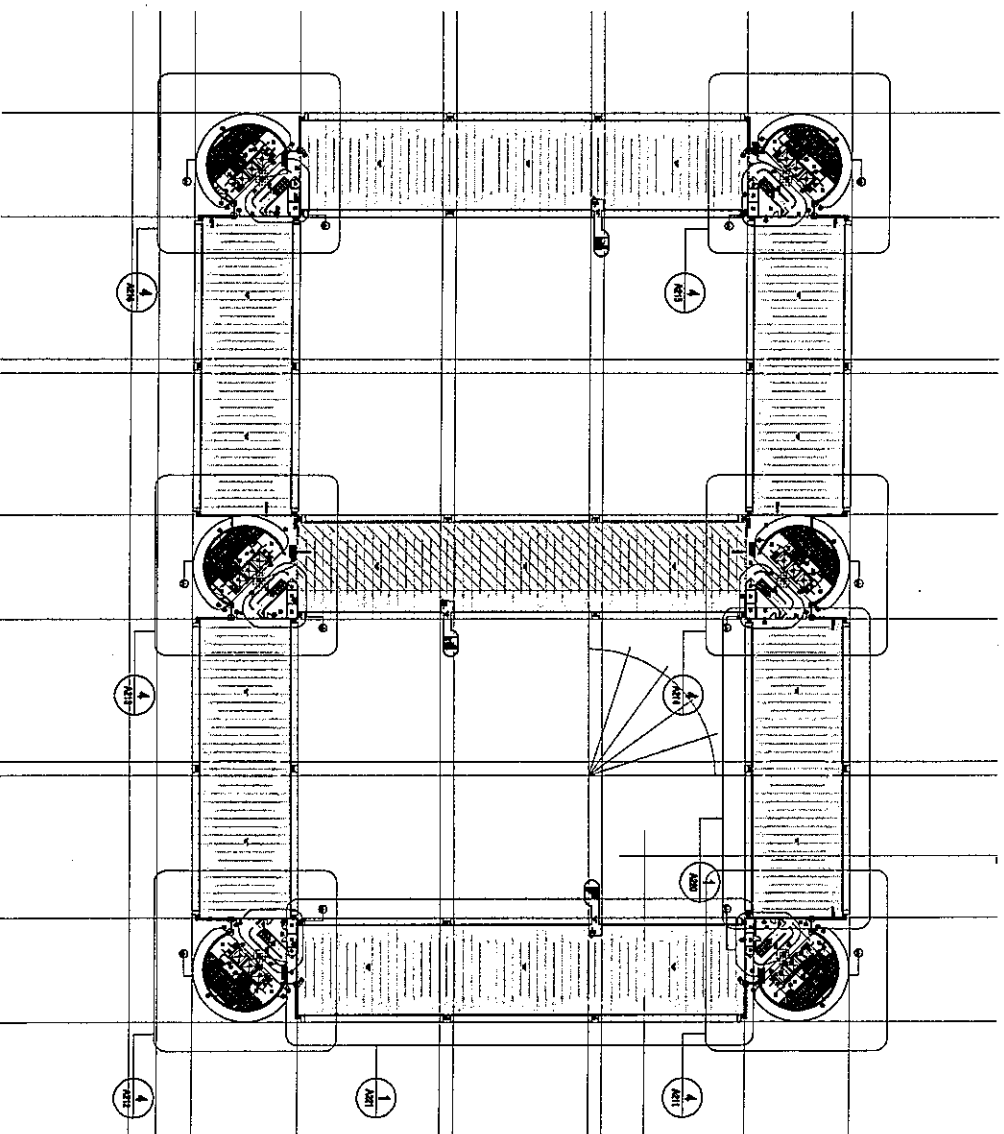
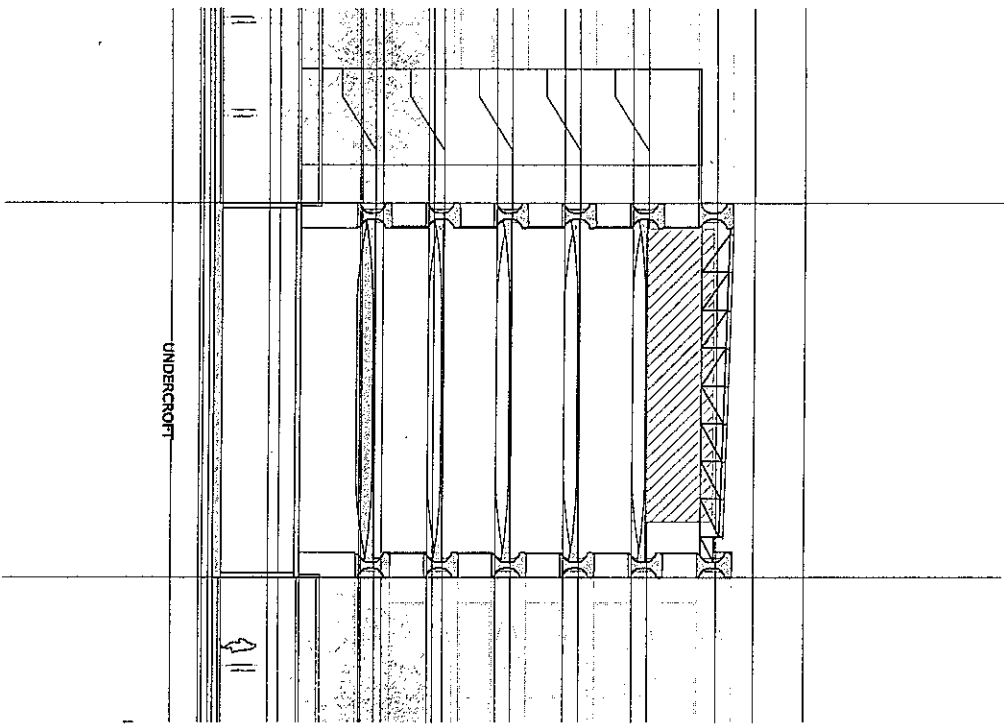


Greg Smith  
Development Manager





OPTION 2: UNDERCROFT



OPTION 3: ROOF



**ANNEXURE B. FITNESS FOR PURPOSE SCHEDULE**

C

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# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

AFL Final Version 05 August 2008

Note: Items referring to Stage 2 or the issuing of further documentation, as the associated documents are prepared, Stockland will issue to AFP for review and comment.

Item	Issue	Stockland Response	Outcomes	Action
1	Clause 3.1 dot point 8 requires flexibility of ceiling arrangements. Overlay of the mechanical, fire and electrical drawings indicate substantial in ceiling coordination issues at the junctions between the open floor plates and the core areas restricting access to tenancy services connection points. Site inspection of the sample floor in this area shows that ductwork is hard to the ceiling and not all services are installed. Stockland are to provide clear evidence of coordination at these locations as well as free and uninterrupted access to the related tenancy services connection points.	NDY Confirms services are tight, but have been co-ordinated in this area. Services in the End bay are to be mocked up to show if access to tenant services is reasonable and remaining Base-building services can be fitted.	Mock up reviewed on site 9 <sup>th</sup> July 08. AFP were given 3D images and viewed in NDY office on the day.  Stockland to confirm allowable structural penetration to mid floor service riser	Design resolution required for cable transfer from ceiling to mid floor risers cupboard.  Stockland to review and comment on AFP request for duct fire dampers to be accessible from the office rather than core store
2	Stockland have previously agreed to Clause 3.4 and Clause 7.1 dot point 8 of the FFPR. However mechanical services documentation notes plant room noise at NR 65 not NR 50 as agreed and vibration isolation allowances less than the agreed 95%. The remaining service disciplines note compliance with AS2107 as required by FFPR but do not mention compliance with the by exception criteria nominated in the FFPR for particular areas. Stockland is required to confirm agreement to its original compliance and provide amended specification sections for verification.	Compliance is not in the current documents. It can be achieved technically, but at significant cost. Response to AFP to indicate that on floor areas comply and that plant rooms likely to not comply are in basement. Subsequent Acoustic testing of Lifts, basement & roof plant roof indicate compliance will be achieved to office areas after some targeted penetration sealing.	Stockland confirm office space will meet standard.  NDY to provide acoustic report.	Stockland confirm office space will meet standard.

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
3	Stockland have previously noted compliance with requirement for AS1055 AIRAH application manual DA2 for design criteria for use inside buildings under Clause 3.4 of the FFPR. The design documentation does not refer to this requirement. Stockland is required to confirm its agreement and provide amended specification sections to demonstrate compliance.	NDY Confirms complies as currently documented.	Stockland confirm it complies.	Issue Closed
4	Stockland have previously agreed to 5.0 Greenstar Design & As Built and 4.5 star ABGR (see FFPR Clause 5.3 and 5.6). Further demonstration of these targets was agreed to be provided at Preliminary and Final Design (see FFPR Clause 8). Current responses from Stockland indicate only 4.0 Greenstar and no modelling of the design has been provided to demonstrate ABGR. Stockland are to confirm its commitment and provide for review required Greenstar and ABGR assessment and modelling information to date.	Stockland commitment to Compliance to 4.5 ABGR and 4 Star Greenstar Design and As Built. Stockland targeting 5 star Greenstar design and As Built, Note currently we do not have confirmed layout for Ground floor which will need to be part of the as Built Assessment. Relevant documents to be provided when available. Information sheet issued to tenderers showing the Greenstar points being targeted and the as built responsibilities. Was issued to AFP on 3/6/08 Greenstar and ABGR reports will be issued once completed	Stockland to undertake simulation of the AFP required conditions FFPR/Lease. AFP acknowledge FFPR and lease design modelling is being simulated. Estimate issuing report end of July 08 for review. Stockland to provide the AFP with an Off Axis ABGR model showing agreed AFP FFPR and lease parameters	Stockland to undertake revised energy modelling to include lease and FFPR provisions to ensure compliance to base building ABGR 4.5 stars
5	Stockland have previously agreed in the FFPR response to use of water efficiency appliances and systems nominated in that document as well as providing return documentation concerning water efficiency, which by virtue on inclusion of Greenstar would include comment on the WAT 1 to 5 criteria. No information has been provided. Stockland is to confirm its commitment and provide required documentation for review.	Refer comments to item 4 regarding Greenstar HT Confirms only item changed from previous FFPR response is Urinals are now Low flow not waterless. Current version of GreenStar instrument attached to response 9/6 that includes Potable water calculator. Note this calculator assumes all rainwater diverted to toilet flushing.	Stockland Issued on 20 <sup>th</sup> June	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
6	Stockland have previously agreed to Whole of Life Cost consideration as noted in FFPR Clause 5.8, Clause 7.1 dot point 4 and dot point 9. No whole of life information has been provided concerning system or material selection. Stockland are to reconfirm its commitment and provide supporting information concerning selections of major systems and components.	NDY confirms whole of life has been considered in the design. Stockland will address with AFP in context of proposed lease is for fully maintained building so request is of limited relevance	Stockland to explain design philosophy on 23 <sup>rd</sup> June. No formal report prepared on Selection of Tenant specific Equipment	Issue Closed
7	Stockland have previously noted agreement to full compliance with BCA and all related codes (see FFPR Clause 7.1 dot point 10). Stockland are to provide evidence of Consultant compliance including any alternate solutions to the BCA.	Alternate solutions reports can be made available once accepted by relevant authorities Reports now accepted by Authorities	AFP raised the area of basement store allowed. Stockland confirm the Basement tenant store is below the 10% allowable in the report. Stockland confirm if the alternate fire engineered report is required to be updated for Stage 2 design it will include the existing building structure.	Stockland to ensure alternate fire engineered solution will allow 1,081m2 of store rooms in the basement
8	Stockland have previously agreed to provision of full comprehensive maintenance to all systems (see FFPR Clause 7.3) Services documentation provided notes preventative maintenance in each discipline. Stockland are to confirm compliance and provide amended specification details to accommodate the required level of maintenance.	In the light of the scope of the refurbishment of all services AFP to identify what maintenance items would not be covered in first year by the preventative maintenance specified. NDY believes in this timeframe the difference between comprehensive maintenance and preventative is zero. Additionally a tender option has been requested to extend maintenance for further year to allow proving of the systems for ABGR. Post tender addendum also improves specification clauses relating to commissioning and maintenance. Stockland will address with AFP in context of proposed lease is for fully	AFP accept issue is covered in the lease by Schedule 2	Agreed Schedule 2 to be included in the lease.

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
9	<p>Stockland have previously agreed to required treatment of external services concerning security issues and vermin proofing (see FFPR Clause 7.6 dot point 1 and dot point 2). Specifically mechanical documentation provided makes no allowance for security protection to all low level intakes, exhausts and the like. Stockland are to confirm compliance and provide amended specification and drawings to demonstrate methodology.</p>	<p>maintained building so request is of limited relevance</p> <p>Compliance is not in current documents Note from Peter Dabrowski indicates compliance is possible later, without major abortive work Consultants to prepare designs to meet this criteria</p>	<p>Stockland confirm item covered in Mechanical Addendum No 7 issued to AFP on 22/7/08</p>	<p>Issue closed</p>
10	<p>Stockland have previously agreed to treatment of air intakes to accommodate US National Institute for Occupational Safety &amp; Health for Building Protection from Airborne Chemical, Biological, of Radiological attacks (see FFPR Clause 7.6 dot point 3). Mechanical documentation provided indicates no treatment to all low level intakes and exhausts. Stockland are to confirm compliance and provided amended drawings and specifications for verification.</p>	<p>Compliance is not in current documents Note from Peter Dabrowski indicates compliance is possible later. Consultants to prepare designs to meet this criteria</p>	<p>Stockland formally confirm design for 3 Cores (1, 4 &amp; 5) can meet the requirement (height over 3.7 m) with 3 cores (2, 3 &amp; 6) that cannot (approx 2.8 m). Note cores 2,3 &amp; 6 louvre intake are on the ground floor courtyard side of the building hard up under level 1 slab, some 10 meters from the outside perimeter of the building. Documents to be issued as developed. Floor plans showing duct locations has been issued</p>	<p>AFP request an elevation or picture of cores 2, 3, 6 air intakes and heights for consideration by AFP Security Operations.</p>
11	<p>Stockland have previously agreed to limiting after hour's air conditioning zones to a maximum of 500m<sup>2</sup> (see FFPR Clause 9.3.2). Mechanical documentation provided indicates after hours zone wings 2, 4, 6 exceed 500m<sup>2</sup>. Stockland are to confirm compliance and provide amended drawings and specifications for verification.</p>	<p>Compliance is not in current documents. Peter Dabrowski suggests a compromise maybe. Primary air was supplied to zone greater than the minimum specified (500m<sup>2</sup>), but chilled water and hot water zoning of chilled beams was divided into zones</p>	<p>Consultants to discuss. Mechanical Zone drawing Issued and ABGR model confirmed use of the Zones in Drawing.</p>	<p>Issue Closed</p>

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
12	Stockland have previously agreed to plant configurations such that on any module failure 70% of peak load is satisfied (see FFPR Clause 9.3.5 dot point 2). Mechanical documentation provided to date is not sufficient to confirm this provision. Stockland are to confirm compliance and provide consultant documentation for verification	complying with FFPR requirement (<500 m2). Compliance is not physically possible for primary air as construction of wings limits servicing from each end only or in case of wings 5 & 7 one end only. Changes noted above to zoning for water are part of addendum 4 documents issued to AFP on 5/6/08. NDY confirms that the current documentation complies. The documents and schedules should be sufficient to indicate compliance. Agreed that item to be removed from list	Nil	Issue Closed
13	Stockland have previously agreed to provision of tenancy condenser water loop connection points providing heat rejection capacity at 15w/m2 and overall sizing of connection at 30w/m2 (see FFPR Clause 9.4.1 dot point 2). Mechanical documentation provided to date is not sufficient to confirm provision system sizing. Stockland are to confirm compliance and provide consultant documentation for verification.	NDY confirms that the current documentation complies. The documents and schedules should be sufficient to indicate compliance. Addendum 4 Documents issued to AFP on 5/6/08	Nil Stockland provided confirmation on compliance on the 21 <sup>st</sup> July 08.	Issue Closed.
14	Stockland have previously agreed to provision of tenancy condenser water supply to serve general office area (NLA) (see FFPR Clause 9.4.1). Mechanical documentation provided does not make allowance for supplementary services connections to basement areas. Stockland to confirm compliance and provide amended specifications and drawings to demonstrate provision.	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed stage 2 works not yet tendered. Valves have been shown on the condenser water pipework in the basement to permit extension of the condenser water system by the tenant. AFP has accepted that Stage 2 services	Stage 2 design will address requirement	Stockland will ensure Stage 2 design will address requirement.

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
15	Stockland have previously agreed to provide tempered outside air connections to each 1000m <sup>2</sup> of floor at the rate of 0.15l/s/m <sup>2</sup> (see FFPR 9.4.2). Mechanical documentation provided does not make allowance for this service to basement NLA. Stockland to confirm compliance and provide amended consultant documentation to demonstrate provision.	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed Stage 2 works not yet tendered. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease.	Stage 2 design will address requirement. NDY noted can comply	Stockland will ensure Stage 2 design will address requirement.
16	Stockland have previously agreed to provide exhaust air supplies for each 1000m <sup>2</sup> of floor foot print at the rate of 0.2 l/s/m <sup>2</sup> . Mechanical documentation provided makes for no allowance for the service to the basement NLA. Stockland to confirm compliance and provide amended consultant documentation to demonstrate provision.	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed Stage 2 works not yet tendered. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease.	Stage 2 design will address requirement. NDY noted can comply	Stockland will ensure Stage 2 design will address requirement.
17	Stockland previously confirmed BMS expansion capability at 25% on I/O equally distributed across the building. Mechanical documentation provided indicated varying spares allowances in various sections of the document. Stockland are to confirm compliance and provide amended consultant documentation to demonstrate provision.	NDY confirm documents currently comply Requirement is nominated on page 220 of the quality requirements	Stockland will undertake. Addendum to be issued to clarify to tenderers	Issue Closed
18	Stockland previously agreed to all aspects of BMS head end equipment (see FFPR Clause 10.3). Mechanical documentation provided varies these provisions. Stockland are to confirm compliance and provide amended consultant documentation to demonstrate provision.	NDY confirms compliance is not in current documents Most of the FFPR clause requirements are now accommodated within the contract documentation. Interfaces are nominated between the BMS and the fire, electrical, hydraulics and lighting control	Consultants to discuss Monday 23 <sup>rd</sup> June. Revised list of BMS point issued at meeting 25/6	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
19	Stockland previously agreed to internet access to the BMS for authorised users to various levels for system management. The mechanical documentation includes after hours AC operation control (see Question 20) and provision of ADSL lines and connections by others. Stockland to confirm compliance and provide clear consultant documentation for verification.	NDY confirms this requirement is in the current documents, and can be found in the specification. Note that there are existing lines into the building so these shall be reused. Stockland have identified that the AFP access/control over the Base building BMS is a lease issue as is any discussion of AFP using Base building BMS for tenant services.	Consultants to discuss Monday 23 <sup>rd</sup> June. Addendum 4 and revised list of BMS points issued	Issue Closed
20	Stockland previously agreed to after hours AC control via on floor swipe card and logging of calls at BMS (see FFPR Clause 10.4 dot point 5). Mechanical documentation provided includes after hours AC control via internet only. Stockland are to confirm compliance and provide amended specification details for verification.	NDY confirms compliance is not in current documents. Current documentation contains 85 hardwired after hours buttons and web access for after hours after hours control (85 zones), as the details of the new security system are not resolved. NDY to prepare documents that allow this occur	Stockland confirm they are moving the head end from L5 to Basement plus providing 85 points to the existing system. NDY issued schematic for BMS/Security connection 25/6 and revised BMS Points schedule Documents to be issued as developed, noting field cabling to BMS points, will be shown in as built documents.	Documents to be issued as developed, noting field cabling to BMS points, will be shown in 'as built documents'.
21	Stockland previously agreed to provision of ancillary security alarms to the BMS (see FFPR Clause 10.4 dot point 8) Mechanical documentation provided notes this but security documentation provided makes no allowance for this provision. Stockland are to confirm compliance and provide amended documentation for verification.	NDY confirms compliance is not in current documents. This is not included as the details of the security system are unresolved, once the security system details are confirmed this can be incorporated. Stockland have identified that the AFP	For discussion 23 <sup>rd</sup> June. Revised list of BMS point issued at meeting 25/6	Issue Closed



# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
22	Stockland previously agreed to provision of demand limiting and load shedding (see FFPR Clause 10.4 dot point 11). Mechanical documentation notes provision but electrical infrastructure. Stockland are to confirm compliance and provide amended documentation for verification.	NDY confirms compliance is not in current documents This is above PCA A grade for existing building.	Specification allowance for load shed of existing generator only. AFP to confirm requirement. Item to be discussed 23 <sup>rd</sup> June. AFP indicated compliance not required	Issue Closed
23	Stockland previously agreed to provision of lift alarm functions through the BMS (see FFPR Clause 10.4 dot point 9). Mechanical and lift documentation makes no provision. Stockland is to confirm compliance and provide amended documentation for verification.	NDY confirms compliance is not in current documents Note to be incorporated into Design.	Revised list of BMS point issued at meeting 25/6	Issue Closed
24	Stockland previously agreed to full technology integration of all building services control systems (see FFPR Clause 10.5). Services documentation provided makes no allowance all systems are separate and diverse. Stockland is to confirm compliance and provide amended documentation for verification.	NDY confirms compliance is not in current documents Peter Dabrowski suggests this could be done later once specialist subbies are selected and they all had a chance to talk to each other. The current documentation provides partial compliance with this requirement. Further integration could be done later once specialist contractors are selected. The AFP objective is for one BMS head end, Stockland have identified that the AFP access/control over the Base building BMS is a lease issue as is any discussion of AFP using Base building BMS for	Stockland will not undertake, AFP to confirm acceptance. AFP is satisfied with Stockland confirm BMS points.	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
25	<p>Stockland previously agreed to expansion capacity in sub stations (see FFPR Clause 12.2 dot point 2). No services documentation has been provided to confirm this provision. Stockland to confirm compliance and provide relevant information for verification.</p>	<p>tenant services. NDY note that several of the existing building systems have been retained, and that a high level interface would need to be developed between these in order to achieve the AFP brief requirements. This can be achieved, but at a significant cost, and the scope of this needs to be discussed as part of the lease negotiations before any costings can be provided</p> <p>NDY Confirms 100% compliance is not part of current documents. The main switchboards have been upgraded to accept additional capacity and the current floor plan layout allows space for building works to occur for the revised chambers. AFP concern is any shift of walls later will come out of NLA.</p> <p>The basement Drawing provided to AFP in September 2007 is attached. The shaded areas of plant rooms can accommodate all AFP functional requirements detailed in the FFPR. Most of these areas have been quarantined as "plant room areas" in both NCA drawings and the current Stage 1 documents. No NLA will be taken up by rearranging walls.</p>	<p>Stockland to issue drawing 20/6 for discussion on the 23<sup>rd</sup> June AFP accepted that chamber can be expanded into plant area allowance at later date without compromises to NLA</p> <p>Stockland provided confirmation on compliance on the 21<sup>st</sup> July 08.</p>	<p>Issue Closed</p>
26	<p>In response to FFPR Clause 12.3.1 Stockland agreed to provide PCA A Grade stand by power capacity. Electrical services documentation makes no provision for stand by power to supplementary tenant condenser water system. Stockland to confirm compliance and provide relevant consultant documentation for verification.</p>	<p>NDY Confirms not in current documents. Switchboards have been separated out so that this can be achieved at a later date if required. PCA A grade was agreed, NDY to update Design.</p>	<p>Stockland confirms existing generator complies. Documents to be issued as developed.</p>	<p>Issue Closed</p>

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
27	Stockland previously agreed to provide Form 2 mechanical switchboards (see FFPR Clause 12.4.1). Mechanical documentation provided nominates Form 1. Stockland are to confirm compliance and provide update consultant documentation for verification.	NDY confirms compliance is not in current documents The contract documents nominate form 2 switchboards in full compliance with the FFPR. Addressed in Addendum 4 Documents issued to AFP on 5/6/08	AFP to review and accept.	Issue Closed
28	Stockland previously agreed to provide surge diversion equipment to all main switchboards (see FFPR Clause 12.4.2 dot point 7). Electrical documentation provided notes it in the specification however schematic drawings make no reference. Stockland are to confirm compliance and provide updated consultant documentation for verification.	NDY indicates presence in specification is sufficient for compliance by the builder. This is covered in Clause 3.15.13 of Quality requirements in the Electrical spec which is page 20 of 61	AFP to review and accept.	Issue Closed
29	Stockland previously agreed to provide vertically aligned electrical riser cupboards through the building. Documentation provided is unclear concerning basement distribution boards. Stockland to confirm compliance and provide details relating basement to above ground risers.	NDY confirms that basement boards are located as per drawings. Basement has been treated differently to the upper floors because of the different footprint of the floor area – it would be a significant cost penalty and loss of functionality to locate all basement boards as per the upper floors. AFP not pursuing this issue	Nil	Issue Closed
30	Stockland have previously agreed to monitor all consumption via one metering system (see FFPR Clause 12.5) and identified reuse of the EDGE system. Mechanical, electrical and hydraulic documentation provided significantly conflict in this area using two systems and varying application of those systems. Stockland is to confirm compliance and provide amended services specifications and drawings for verification of this entire section of the FFPR.	NDY Confirms all Electrical meters are Edge HT confirms their documents calls up that meters are connected to BOTH the BMS and the EDGE system. This can be altered if required. The mechanical, electrical and hydraulic metering has been fully integrated into the BMS design (via high level interface with the EDGE system) HT Confirm that the Gas meters are connected to BMS and EDGE	AFP to review and accept	Issue Closed
31	Stockland previously committed to sizing of	NDY confirms this requirement is in the	Stockland confirms design will	Stockland confirms design

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
	tenancy sub main risers to accommodate 75va/m2 tenancy areas (excluding air conditioning) (see FFPR clause 12.6 dot point 4). Services documentation provided gives no verification of this provision. Stockland is to confirm compliance and provide consultant details that verify these allowances.	current documents. It can be seen by checking the loads against the areas. Stockland to provide answer based on Basement areas nominated since wall to childcare centre relocated	comply with requirements. Supporting documents to be issued for review once produced.  NDY report to be issued by 17 <sup>th</sup> July 2008  Stockland provided confirmation on compliance on the 21 <sup>st</sup> July 08.	will comply. Issue Closed
32	Stockland previously committed to maximum lighting power density of 6.5w/m2 in the NLA with minimal use of dimming to achieve required illumination levels etc (see FFPR Clause 12.7.1). Services documentation to date does not provide sufficient information to verify the nominated criteria. Stockland is to confirm compliance and provide consultant details of the lighting design for verification.	NDY confirms that the current documentation complies. The following Greenstar reports to be issued to AFP: IEQ 5 & IEQ 7. NDY have confirmed to Exergy the following lighting power densities. 1 <ul style="list-style-type: none"> <li>▶ Lobby areas including fire stairs and storerooms 9 W/m2</li> <li>▶ Bathrooms including 1 disabled 17.4 W/m2</li> <li>▶ Lighting power density for office wings is <math>(28+4 = 32w) / (2.92 * 2.1) = 5.22w/m2</math></li> </ul>	IEQ 5 & 7 issued 25/6 plus section of ABGR report confirming inclusion in Modelling AFP to review and accept.	Issue Closed
33	Stockland previously committed to provide maintenance lighting to plant room, service rooms and cupboards greater than 2m2. Services documentation provided to date omits lighting of larger core service areas and cupboards. Stockland is to confirm compliance and provide updated electrical drawings for verification.	NDY believes the larger areas referred to are the open mechanical risers that run the height of the building. Barcom believes some core services cupboards are over 2m2 (scaled off drawings) and unlit. Stockland to respond NDY confirm that lighting is provided to all service core cupboards over 2m2 (we note however that no lighting is provided to the open mechanical risers that run the height of the building).	Nil	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
34	Stockland previously committed to provide external lighting in accordance with FFPR Clause 12.7.4. Services documentation provided is incomplete in this regard. Stockland is to confirm compliance and provide updated electrical specifications and drawings to reflect these details.	Current documents do not have external lighting to ground floor areas as design is not finalised. Allowance for external lighting is part of the proposed stage 2 works not yet tendered. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease	Stage 2 design will address requirement. See also Assumptions in ABGR simulation	Stockland will ensure Stage 2 design will address requirement
35	Stockland previously committed to an intelligent lighting control system equal to Dynalite Dynet (see FFPR Clause 12.8). Services documentation provided shows a mix of systems between BMS and CBUS. CBUS only is considered equal to Dynet. Stockland is to confirm compliance and provide updated electrical and mechanical specification details to reflect total use of CBUS.	NDY confirms compliance is not in current documents The documentation nominates a CBUS lighting control system for tenant spaces, with an independent BMS control of the cores and house areas. Stockland will address with AFP in context of proposed lease	Item to be discussed 23 <sup>rd</sup> June. AFP concern is how lights operate in out of hours. STK requirement to maintain control of lighting to cores. ABGR section issued that to addresses business hours lighting to cores	Issue Closed
36	Stockland previously committed to provide lighting control to all areas of the building listed under Clause 12.8.1 of the FFPR. Services documentation provided do not give clear details concerning basement areas. Stockland is to confirm compliance and provide relevant updated design documentation for verification of this requirement.	NDY confirms compliance is not in current documents and is not part of proposed Stage 2 works AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease. It is anticipated a lighting control system will be in the scope of works but as per existing system.	Stockland confirm basement office fit out will equal existing office design if area used for office or data centre	Stockland will ensure Stage 2 design will address requirement
37	Stockland previously committed to providing an additional 25% I/O points on the lighting control system for fitout additions (see FFPR Clause 12.8.3 dot point 4). Services documentation provided makes no such allowance. Stockland is to confirm compliance and provide updated services documentation for verification of this	NDY confirms compliance is not in current documents. The currently documented lighting control system to the tenant spaces is C-bus. While the currently nominated C-bus controllers have only limited capacity for additional fittings (a further 20% on long	Stockland to clarify comment, and issue formal response. Text altered to reflect 80 % on short wings	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
	requirement.			
38	Stockland previously committed to providing one exit & emergency lighting controller per core per floor (see FFPR Clause 12.9.1 dot point 4). Services documentation provides no indication of controller layout. Stockland are to confirm acceptance and provide updated details from the consultant to confirm compliance.	NDY confirms compliance is not in current documents. Existing Famco system is being reused GHD has contacted Famco there is <b>currently an ITU on every riser and every floor.</b>	Document issued on the 7 <sup>th</sup> July.	Issue Closed
39	Stockland previously committed to providing house supplied GPO's to all perimeter and core walls served by skirting duct, GPO's to cleaners room, GPO's to the car parks and GPO's to the plant rooms (see FFPR Clause 12.10.1). Services documentation provided is incomplete in this regard. Stockland are to confirm commitment and provide update services documentation for verification.	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed stage 2 works not yet tendered. NDY also notes there is no skirting duct in the cores, but cleaners GPO's etc. are included. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease	Stage 1 Drawings show extent of existing GPOs on office floors and cores Stage 2 Drawings will show Basement and foyer services. Skirting Duct s could be used in Basement office tenancy and childcare centre	Stockland will ensure Stage 2 design will address requirement
40	Stockland previously committed to provide risk index calculations under AS1768 for lighting protection (see FFPR Clause 12.11) Services documentation provided makes no reference to this. Stockland is to confirm compliance and provide the required information for verification.	NDY confirms that a risk analysis has been completed. NDY confirm risk analysis completed. Assessment shows no supplementary systems are required on top of the already installed lightning protection system, report to follow shortly.	Stockland confirm surge protection on mains switch only.	Issue Closed
41	Stockland previously committed to providing a full and complete cable management system throughout the building (see FFPR Clause 12.13). Services documentation provided makes no reference to basement areas. Stockland is to confirm compliance and provide updated electrical specification details for	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed stage 2 works not yet tendered. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease	Stage 2 design will address requirement.	Stockland will ensure Stage 2 design will address requirement

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
42	Stockland previously committed to providing skirting duct all perimeter walls, core walls and on all column faces (see FFPR Clause 12.13.1). Electrical documentation to date makes no provision for basement areas. Stockland to confirm compliance and provide updated electrical specification details for verification.	Current documents do not have services to basement tenancy NDY have confirm this item is part of the proposed stage 2 works not yet tendered. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease Skirting ducts also not present in cores is not intended for architectural reason. This issue to be resolved Stockland/AFP	Stockland confirm skirting duct will not be used on the project in the cores	Issue Closed
43	Stockland previously committed to provide a Fire Engineered Solution as the basis of the fire services design to the building (see FFPR Clause 13.1). No information has been provided to confirm documented systems meet the engineered solution. Stockland are to confirm compliance and provide copy of fire engineered solution for verification.	Alternate solutions reports can be made available once accepted by relevant authorities	Reports Issued 20/6 see comments item 7	Refer to item 7
44	Stockland previously committed to provide additions to the EWIS to cater for hearing impaired requirements (see FFPR Clause 13.1 dot point 4) then excluded the provision at FFPR Clause 13.2.2. AFP expects inclusion. Stockland are to confirm inclusion and provide updated specifications and drawings for verification.	NDY confirms compliance is not in current documents This item specifically excluded in FFPR. Stockland and AFP to resolve	Stockland confirm design is to Australian Standard. Hearing impairment to plant rooms but not office areas. AFP accepts item not being installed.	Issue Closed
45	Stockland previously committed to the provision of VESDA units to possible computer room locations. Services documentation provided makes no mention of this allowance. Stockland are to confirm inclusion and provide updated specifications for verification.	NDY confirms compliance is not in current documents Original submission envisaged using existing data centre area. Services to this area are generally part of Stage 2. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease.	Stockland confirm VESDA will be supplied to the AFP basement 440m2 computer room.	Stockland confirm VESDA will be supplied to a 440m2 computer room

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
46	Stockland previously committed to provision of 35% expansion capacity in the FIP & MECP including all zone cards, amplifiers etc (see FFPR Clause 13.2.1 and Clause 13.2.2). Services documentation provided makes no allowance for this capacity and subsequent Stockland information only nominates 20%. Stockland are to confirm full compliance and provide revised consultant documentation for verification.	NDY confirms current documentation does not meet this requirement – 20% only specified.  NDY advise that the costs to include this would be in the order of \$10,000	Work to proceed addendum to be issued  Documents to be issued as developed.  Stockland provided confirmation on compliance on the 21 <sup>st</sup> July 08.	Issue Closed
47	Stockland previously committed to provision of flexible sprinkler droppers to allow relocation of sprinkler heads 1200mm in any direction (see FFPR 13.2.1 dot point 6). Services documentation does not mention this provision. Stockland is to confirm inclusion and provide updated specification for verification.	Current documentation does not met this requirement	Stockland confirm isolation valves are located on each floor and they will supply 100No. 1500mm flexible droppers to the AFP for their fit out.  Stockland provided revised specification on the 21 <sup>st</sup> July 08 for all sprinkler head to have 1200mm flexible droppers and supply 100No. 1500mm flexible droppers to the AFP for their fit out.	Stockland will supply 100 No. 1500 mm flexible droppers to the AFP for their fit out.  Stockland to review AFP high lighted fitout sprinkler drawings showing where base building sprinkler layout requires change.  Stockland will undertaker the changes to base building sprinkler layout that require 1500 mm dropper in lieu of 1200 mm dropper, if there is no effect on the base building refurbishment program or additional cost to Stockland.
48	Stockland previously committed to metering of all cold water supplies (see FFPR Clause 14.1 dot point 1). Services documentation provided mixes metering of resources between BMS and EDGE. All resources are to be measured through one common system. Stockland are to confirm compliance and provided amended services documentation to reflect one metering	NDY Confirms all Electrical meters are Edge HT confirms their documents calls up that meters are connected to BOTH the BMS and the EDGE system. This can be altered if required. BMS monitors all electrical (including EDGE meters), mechanical and	AFP to review and accept.	Issue Closed



# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
	system.	hydraulics meters (via high level interface with the EDGE system) HT confirm that the Gas meters are connected to BMS and EDGE		
49	Stockland previously committed to providing sanitary stacks that could service the NLA (see FFPR Clause 14.1). Services documentation provided is not clear. Stockland are to confirm compliance and provide amended services documentation to reflect this requirement.	HT confirms all proposed stacks are currently documented. Access to all stacks (in cores and as documented 1/3 point on the long wings) is available to tenant. This is limited and is essentially only backing onto the risers. This is due to the mechanical ductwork that effectively forms a ring around the window line. See attached sketch.	Drawing issued 20/3 GHD confirm locations are as shown on drawing very limited scope to move because of services in spandrel & above windows	Issue Closed
50	Stockland previously committed to provision of 30% minimum solar gas domestic hot water not withstanding AFP request for 50%. Services documentation provided does not include solar. Stockland are to confirm compliance and provide revised documentation for verification.	HT confirms current documentation does not meet the 30% solar requirement 30% solar contribution based on January solar gain is estimated to cost \$60,000 (for the 6 systems). It is again noted that there may be a siting issue with the NCA for this to proceed. Each of the six (6) cores will require five (5) Rheem SBT200 solar collectors (roof area of approx 30m <sup>2</sup> ) and two (2) Rheem 610430 storage tanks (plant area approx 4m <sup>2</sup> ). Additional \$40,00 to increase to 50% Solar contribution	Stockland to undertake 30% solar providing NCA approval can be gained. ABGR simulation based on 100% gas as per protocol Documents to be issued as developed.	Stockland to provide 30% solar Hot Water supply, providing NCA approval can be gained.
51	Stockland previously committed to the provision a un metered tenancy supply section to the tenant main switchboards (see FFPR 12.1 dot point 6). Services documentation supplied makes no such provision. Stockland are to confirm compliance and provide revised documentation for verification.	NDY confirms compliance is not in current documents On a copy of the FFPR responses of 19/9/07 this item was ticked as "No" NDY advise that we understand that the issue here is the potential to supply power to a sub-tenant (eg. Café or the like) and bill them separately. As discussed in the NDY/ GHD/ Stockland/AFP talks, there are three options available for this:	Existing documents show a new tenant board for the childcare centre, and a new mechanical board for the childcare centre. Documents will be altered to show a single un-metered 200A supply from the line side of the MSB to the childcare centre, o replace the currently documented feeds and the two boards arranged to	Stockland to issue Documents once prepared.

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
52	Stockland previously committed to the provision of efficient low water use landscape watering (see FFPR Clause 14.6.1). No details have been provided. Stockland are to confirm compliance and provide details for verification.	<p>1) Re-working of MSB design to accommodate un-metered supplies to main switchboards as per AFP brief – costs in the order of \$10,000 per board depending on capacity per main</p> <p>2) Direct connection of each supply to substations in basement – Subtenant cost, no cost to Stockland or AFP</p> <p>3) No un-metered supply, and connection of subtenant through one of the existing spare breakers in the MSB's, billing via existing EDGE system – subtenant cost</p> <p>Current documents do not have external landscaping or associated services, as Ground floor design is not finalised. These services are part of Stage 2 Works</p> <p>AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease. Compliance is intended</p>	<p>come off this supply. Documents will also be modified to show a new metering cubicle for the childcare tenancy. Existing documents show re-use of the existing cafe DB, these will be revised to show a new un-metered 200A supply to this board from the line side of the MSB and a new metering cubicle for the cafe tenancy, but no upgrade of the existing DB.</p> <p>Stage 2 design will address requirement</p>	<p>Stockland will ensure Stage 2 design will address requirement</p>
53	Stockland previously committed to the provision of 7 day non potable water storage via rain water collection. Services documentation provides no detail confirming size of proposed storage meets these requirements. Stockland to confirm compliance and provide consultant details for verification.	<p>HT confirms current documentation does not met this requirement</p> <p>For discussion Stockland/AFP subject to confirmation of length of time documented tanks can provide.</p> <p>The current non potable water tank capacity is 280kL.</p> <p>We have calculated that the bathroom requirement is approx 15.8kL/day (for both toilet and urinal flushing). This is based on a building with a NLA of 42,300m<sup>2</sup> and a population density of 1/15m<sup>2</sup> giving a population of 2820. Therefore, the 280kL equates to a storage</p>	<p>Stockland confirm calculations are correct. 5/6</p> <p>AFP to accept.</p> <p>Further clarification 21<sup>st</sup> July 08; The 280kL rainwater tank exceeds the required 7 day capacity for irrigation and toilet flushing. The 280kL tank documented for construction can provide over 17 days water supply based on the bathrooms requiring 15.8kl/day.</p>	<p>Stockland confirm the 280kL tank as documented meets the requirement.</p>

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
		for the bathrooms only of just over 17 days. We understand from the mechanical consultant that the peak summer water usage for the cooling tower would be in the order of 150kL/day. Combining this with the bathroom water usage of 15.8kL/day results in a total water usage of 165.8kL/day. This equates to a storage for both the bathrooms and cooling tower of just under 2 days	<p>If the tank is used (as design allows) to top up cooling towers. The peak summer demand per day increases by 150kl to 165.8kl which would give a little under 2 day capacity from the tanks</p> <p>Tank as documented meets FFPR requirement indicated.</p> <p>Further tank capacity to be provided by AFP</p>	
54	Stockland committed to providing a trade waste system to cater for 200 seat café (see FFPR Clause 14.8). Services documentation is incomplete in this regard. Stockland to confirm compliance and provide updated specifications and drawings for verification.	Current documents do not have Café or associated services to ground floor areas as design is not finalised. HT confirms provisional hydraulics points have been provided to beneath the café location as part of the current documentation. This includes trade waste (and grease arrester in the basement), sewer, cold water and gas.	<p>Design complies.</p> <p>Trade waste for the café includes a 4,000 litre grease interceptor trap. Under ActewAGL deemed to comply listing, this equates to a café with the capacity to discharge 12,800 litres/day or to serve an 800 seat restaurant.</p>	Issue Closed
55	Stockland committed to providing for lifts, 5 minute interval for up peak traffic, maximum waiting time 25 seconds, population loading at 1 person per 12m <sup>2</sup> , relative handling at 10% (see FFPR Clause 15.2.1). Services documentation provided is not clear in this regard. Stockland are to confirm compliance and provide consultant advice for verification.	NDY confirm existing lifts comply with nominated performance requirement - refer NDY Lift Services report dated 10/09/08. NDY report to be issued	Stockland to issued report 20/6	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
56	Stockland committed to providing voice annunciation of direction of travel and arrival at floor for all lifts, car visual displays, emergency call functions, concealed car lighting, high quality finishes, noise levels outside the car and plant rooms not exceeding 55 dba, programmable in car audio and video (see FFPR Clause . Services documentation is incomplete or silent on these issues. Stockland are to confirm commitment and provide revised documentation for verification.	NDY confirms the following: - voice annunciation - complies - refer to lift services specification - car visual displays - complies - refer to lift services specification - emergency call functions - complies - refer to lift services specification and high quality finishes - subject to PC sum for lift car interior finishes - noise levels outside lift car and plant rooms - subject to acoustic specification - Programmable in car audio and video - lift car voice annunciation and visual display provided as per above items; this is for information on lift position and direction of travel & does not include capacity for audio / video input from external source.	Stockland confirm if they will include capacity for audio / video input from external source by installing training cables. Note that AFP will have to ensure system compatibility for any installed screens. AFP confirms NDY acoustic received 14 July complies.	Issue Closed
57	Concerning good handling lifts Stockland committed to providing heavy duty removable curtains, minimum load capacity of 1360kg, ceiling boots, and door openings of 1300mm. Services documents provided either do not allow this or are incomplete. Stockland are to confirm compliance and provide revised documentation for verification.	NDY confirms following: - Heavy duty removable curtains - complies - refer to lift services specification (6 sets of curtains specified) - Lift load capacity to be minimum 1360 KG - does not comply; existing lifts are maximum of 1088 KG capacity. - ceiling boots - not provided - Door opening 1300 mm - does not comply - existing lifts have a maximum door opening of 910 mm wide. Stockland indicated some of these non compliances to the FFPR last year Load capacity and door opening are structural limitations. Await AFP Comment	Stockland Confirm 1. Six sets of heavy duty removable curtains to be supplied. 2. Lift load capacity is 1088KG 3. Maximum door opening is 910mm. NDY to provide amended spec showing lift curtains Stockland provided confirmation on compliance on the 21 <sup>st</sup> July 08.	Issue Closed
58	Stockland committed to terminating all voice cabling in disconnect blocks and frames (see FFPR clause 16.1 dot point 2). Services documentation provided is inconclusive.	NDY confirms that the current documentation complies. NDY advice that this is under the quality section of the electrical specification,	Nil	Issue Closed

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
	Stockland are to confirm compliance and provide revised specification details for verification.	Section 11, Communications. Specific mention is made to IDC style punch-down (commonly known as disconnect) blocks		
59	Stockland committed to providing basement computer room area (see FFPR clause 16.1 dot point 8). Services documentation provided is incomplete in this regard. Stockland to confirm compliance and provide revised documentation to confirm compliance.	NDY confirms compliance is not in current documents Original submission envisaged using existing data centre area. Services to this area are generally part of Stage 2. AFP has accepted that Stage 2 services are not yet documented. Stockland to address scope of Stage 2 works as part of lease.	Stockland confirm they will construct a 440m2 basement computer room to Protective Security Manual requirements to Secure Area level. The walls will be full height plasterboard walls with plywood sheeting.  The computer flooring will only be provided if the computer room is located where there is existing computer flooring in the basement.	Stockland confirm supply of 440m2 of computer room area, with walls to be constructed to Protective Security Manual requirements for Secure Area classification.  Existing computer floor of 440m2 will be provided if the computer room is located where the existing access flooring exists.
60	Stockland committed to providing two set of separate and distinct cable entry points to the building for communications (see FFPR clause 16.2.2 dot point 1). Services documentation provided is incomplete in this regard. Stockland are to confirm compliance and provide revised documentation for verification.	NDY confirms compliance is not in current documents NDY confirm that these are not documented. One set of incoming cable entry points only exists, and this is being retained.	Stockland to confirm the limitation for discussion. See NDY report issued 8/7	Issue Closed
61	Stockland committed to providing two communication rooms constructed to the requirements of FFPR clause 16.2.3. Documentation provided is incomplete in this regard. Stockland are to confirm compliance and provide revised documentation for verification.	NDY confirm two rooms exist on site, these are being retained – refer to basement electrical drawings. The basement Drawing provided to AFP in September 2007 is attached. The shaded areas of plant rooms can accommodate all AFP functional requirements detailed in the FFPR. Most of these areas have been quarantined as “plant room areas” in both NCA drawings and the current Stage 1 documents. These Distribution rooms have been	Stockland to issue drawing of proposed Distribution rooms  GHD to formally confirm Walls to be fire rated, and rooms to be air-conditioned and dust and vermin free	Stockland confirms design will comply with requirements. Supporting documents to be issued for review once produced.

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
62	Stockland committed to providing supplementary voice and ADSL lines and equipment to cover various services such as fire, lifts, BMS, security as per FFPR Clause 16.2.4. The services documentation is incomplete in this regard. Stockland is to confirm compliance and provide revised consultant documentation for verification.	<p>identified within the plant room spaces but as they are in Stage 2 works no documents have been prepared. We have drawings showing where they are intended which can be supplied.</p> <p>NDY confirms compliance is not in current documents</p> <p>NDY advise that our documents include a requirement for the contractor to arrange ADSL lines for the BMS. Depending on the level of BMS interface with other services (see point 24), this line could be used to communicate with other control systems in the building.</p> <p>The costs are dependant on Stockland's service provider, and we are unable to provide a cost without further information.</p> <p>Stockland did not commit to providing all the FFPR requirements mentioned</p> <p>NDY confirms compliance is not in current documents. The documents indicate the reuse of the existing system.</p> <p>Security system to be taken on by AFP with Stockland contribution. No longer an issue</p>	Nil	Issue Closed
63	Stockland committed to meet security system requirements as shown in Clause 17.1 to 17.4 inclusive of the FFPR. The design response is not adequate with the whole system dismissed in one paragraph. Stockland are to confirm compliance with the agreed items and revise the services documentation to account for all previous agreements then resubmit the documentation for verification.	<p>Stockland confirm for base building services upgrade to PCA A Grade for existing building security requires CCTV cameras to the good lift. A cost of \$10,000</p> <p>Stockland to provide drawings of existing security system, and will ensure all existing security field cabling will remain in place.</p> <p>The quantum of the cost to meet PCA A grade (existing building) is \$10,000 consisting of additional cameras with associated cabling, to Ground level lobbies 2 and 4 and to cover goods lifts in basement core 2,3 &amp; 6.</p>	<ul style="list-style-type: none"> <li>All existing security cabling to be disconnected from active equipment, tagged and coiled in the ceiling or floor, protected from damage during the refurbishment works.</li> <li>The security cabling must be operational for use by the AFP (this is to ensure the cables are not cut in the cores or other areas, requiring re-cabling of the service)</li> </ul>	

# Edmund Barton Building - AFP HEADQUARTERS

## Engineering Services Agreed Actions from FFPR

Item	Issue	Stockland Response	Outcomes	Action
				<ul style="list-style-type: none"> <li>• All perimeter basement and ground floors doors are to have the active equipment retained for re-use by the AFP, noting ground floor revised lobby doors to have equivalent active equipment installed</li> <li>• All cameras and head end equipment are to be retained for re-use by the AFP</li> <li>• All speed gates are retained and protected for re-use by the AFP</li> <li>• Access control system head end relocated from wing 5 to the basement</li> <li>• \$10,000 contribution To the AFP.</li> </ul>

**ANNEXURE C. LEASE (OR IF APPLICABLE, OFFICE LEASE)**

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C





*Australian Government Solicitor*

**LEASE (WHOLE BUILDING)**

**LEASE IN RELATION TO EDMUND BARTON BUILDING**

Commonwealth of Australia represented by Australian Federal Police  
ABN 17 64 931 143  
Tenant

Trust Company Limited ABN 59 004 027 749  
Landlord

Stockland Trust Management Limited ABN 86 001 900 741  
Responsible Entity

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**LEASE**

**Date**

This Lease is dated

**Parties**

This Lease is made between and binds the following Parties:

1. Commonwealth of Australia represented by Australian Federal Police ABN 17 864 931 143 of 68 Northbourne Avenue Canberra ACT 2600 (Tenant)
2. Trust Company Limited ABN 59 004 027 749 of Level 4, 35 Clarence Street, Sydney, NSW, 2000 (Landlord)
3. Stockland Trust Management Limited ABN 86 001 900 741 of Level 25, 133 Castlereagh Street, Sydney, NSW, 2000 (Responsible Entity)

**Operative provisions**

In consideration of the mutual promises contained in this document, the Parties to this Lease agree as follows:

**1. Interpretation**

**1.1. Definitions**

- 1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

<b>ABGR Base Building Rating</b>	means a rating for the Building as determined in accordance with the ABGR Scheme.
<b>ABGR Scheme</b>	means the Australian Building Greenhouse Rating Scheme administered by the Department of Environment and Climate Change (NSW) or by any successor or other body administering that scheme in the form in which it applies at the Specified Date.
<b>ABGR Tenancy Rating</b>	means a rating for the tenancy as determined in accordance with the ABGR Scheme.
<b>Agreed Integration Works</b>	means those items identified in Schedule 8.



<b>Amount of the Consideration</b>	means: <ol style="list-style-type: none"><li>the amount of any payment in connection with a supply; and</li><li>in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.</li></ol>
<b>Asbestos</b>	means the fibrous form of the mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals, including actinolite, amosite (brown asbestos), crocidolite (blue asbestos), chrysotile (white asbestos), tremolite, or any mixture containing one or more of these minerals.
<b>Asbestos Management Plan</b>	means the plan for the management of any Asbestos described in the Asbestos Report and prepared in accordance with the relevant Requirements.
<b>Asbestos Report</b>	means the report [ <i>insert details in accordance with the Agreement for Lease</i> ]
<b>Australian Standards</b>	means any standard current at the Specified Date published by Standards Australia International Limited trading as Standards Australia or in the event of any upgraded or replaced plant and equipment, the standards current at the time of the upgrade or replacement.
<b>Authorised Person</b>	means each authorised person as determined in accordance with clause 8.5.6.a.
<b>Base Year</b>	means the base year specified in column 1 Item 19 of Schedule 1 as updated from time to time in accordance with this Lease.
<b>Basement</b>	means the basement forming part of the Building.
<b>Building</b>	means the building located on the Land including the Basement.
<b>Building Management Areas</b>	means the plant rooms and service risers used to contain or provide the Services.
<b>Business Day</b>	means each day except Saturdays, Sundays and public holidays in the Jurisdiction.
<b>Car Park</b>	means that part of the Basement and the Land for parking vehicles.
<b>Claim</b>	means an action, claim, proceeding, expense, demand or damages.

<b>Commencement Date</b>	means the commencement date specified in Item 3 of Schedule 1.
<b>Crown Lease</b>	means the crown lease of the Land and includes: <ul style="list-style-type: none"><li>a. any certificate of title issued in respect of it; and</li><li>b. any variations to it.</li></ul>
<b>Custodian</b>	is defined in Clause 45.1.1.c.
<b>Expert</b>	means a person appointed in accordance with clause 31.
<b>First Further Term</b>	is defined in Item 12 of Schedule 1.
<b>Fittings</b>	includes fixtures, fittings, partitions, furniture, furnishings and equipment.
<b>Fixed Review Date</b>	means each date specified as a Fixed Review Date in Item 6 of Schedule 1
<b>Force Majeure Event</b>	means any cause not within the control of the Landlord or Landlord's Employees that renders the Landlord unable to meet its obligations including: <ul style="list-style-type: none"><li>a. any delay by an authority in giving a relevant approval (providing proper applications were lodged and pursued promptly);</li><li>b. any industry wide industrial dispute, strike, or lockout in the Australian Capital Territory or nationally;</li><li>c. war declared, act of public enemy, revolution, sabotage, civil commotion or disturbance;</li><li>d. lightning, tempest, fire, earthquake, storm, flood, cyclone, explosion; or</li><li>e. a failure in the supply to the Premises of electricity, water or gas not caused by the Landlord or the Landlord's Employees.</li></ul>
<b>Further Term</b>	means any period specified in Item 12 of Schedule 1.
<b>General Interest Charge Rate</b>	means the general interest charge rate calculated in accordance with s 8AAD of the <i>Taxation Administration Act 1953</i> (Cth).
<b>Green Lease Schedule</b>	means Schedule 6.
<b>GST</b>	means the same as in the GST Law.

<b>GST Law</b>	means the same as GST law means in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>Hazardous Disease</b>	means any disease, bacteria, virus or foreign matter which may create a significant risk to the health or safety of the Tenant.
<b>Hazardous Substance</b>	means anything which may create a significant risk to the health or safety of the Tenant, the criteria for which is set out in the National Occupational Health and Safety Commission document entitled "Approval Criteria for Classifying Hazardous Substances NOHSC: 1008 (2004)" published by the Australian Government Publishing Service, Canberra (as amended from time to time).
<b>Institute</b>	means the Australian Property Institute incorporated in the Jurisdiction or if that body no longer exists then its successors or equivalent body.
<b>Jurisdiction</b>	means the State or Territory in which the Land is located.
<b>Land</b>	means the land described in Item 1 of Schedule 1.
<b>Landlord's Commercial -in - Confidence Information</b>	means information of a confidential or commercially sensitive nature provided by the Landlord to the Tenant.
<b>Landlord's Contribution</b>	means that part of the \$12 million (plus GST) contribution which, at the date of termination, has already been received by the Tenant, whether as a contribution to works or as a rent free period in respect of the Premises.
<b>Landlord's Employees</b>	means each of the Landlord's officers, employees, agents, contractors and invitees (excluding the Tenant and the Tenant's Employees).
<b>Landlord's Fittings</b>	means the Fittings which are owned by the Landlord.
<b>Lease</b>	means this Lease and the Schedules.
<b>Market Review Date</b>	means each date specified as a Market Review Date in Item 6 of Schedule 1.
<b>Material Part</b>	means a material part of the Premises being (as applicable): <ol style="list-style-type: none"><li>all the lifts servicing a wing of the Building at each end of the wing; or</li><li>all the lifts at all those entrances to the Building usually used by the Tenant; or</li><li>an entire floor of a wing in the Building or at least 1,000m<sup>2</sup> within the Basement.</li></ol>

<b>Minimum Design Parameters</b>	means the minimum design parameters in Schedule 9, as varied by agreement between the parties.
<b>Month</b>	means calendar month.
<b>Monthly</b>	means calendar monthly.
<b>Normal Business Hours</b>	means the hours specified in Item 18 of Schedule 1.
<b>Notice</b>	includes a consent, request or demand.
<b>Party</b>	means a party to this Lease.
<b>Permitted Use</b>	means the permitted use specified in Item 4 of Schedule 1.
<b>Premises</b>	means [ <i>insert if there will be a separate office lease and retail lease those parts of</i> ] the Land and Building identified in Item 2 of Schedule 1.
<b>Related Body Corporate</b>	has the meaning it has in the Corporations Act 2001 (Cwth).
<b>Relocation Expenses</b>	means the actual reasonable costs incurred or payable by the Tenant of: <ul style="list-style-type: none"><li>a. vacating the Premises during the Term;</li><li>b. obtaining reasonable alternative accommodation due to the Premises being unfit for occupation and use by the Tenant (excluding rent);</li><li>c. rent payable by the Tenant for the reasonable alternative accommodation to the extent that rent for the alternative accommodation exceeds Rent under this Lease (but only until the expiry of this Lease);</li><li>d. the installation and establishment of the Tenant in the reasonable alternative accommodation including the costs of office fitout to a reasonable standard and if applicable taking into account the possible interim nature of the alternative accommodation;</li><li>e. the Tenant vacating the alternative accommodation to return to the Premises or other alternative accommodation (including removal of fitout and making good those premises to the extent the Tenant is required to do so); and</li></ul>

- f. if applicable, the return and re-establishment of the Tenant in the Premises when it is again fit for the Tenant to occupy and use.

**Rent** means the amounts specified in Item 7 of Schedule 1 as varied from time to time under this Lease.

**Rent Commencement Date** means the date specified in Item 3 of Schedule 1.

**Rent Period** means:

- a. for the first Rent Period, the period commencing on the Rent Commencement Date and ending on the day before the first Fixed Review Date; and
- b. for each subsequent Rent Period, the period of one year commencing on a Review Date and ending on the earlier of the day before the next Review Date or the end of the Term.

**Requirement** means any requirement, notice, order or direction of a competent authority and includes the provisions of any statute, ordinance or by-law.

**Responsible Entity** is defined in Clause 45.1.1.e.

**Restricted Area** means any area which is restricted in accordance with clause 8.6.

**[Note: the following two definitions will be inserted if there will be a separate office lease and retail lease**

**Retail Lease** means the lease between the Landlord and the Tenant for the remaining parts of the Building which are not part of the Premises.

**Retail Lease Premises** means the premises under the Retail Lease with a net lettable area identified in Item 8 of Schedule 1.]

**Retail Premises** means any premises to which the Leases (Commercial and Retail) Act 2001 applies.

**Review Date** means a Fixed Review Date or Market Review Date (as applicable).

**Schedule** means a schedule of this Lease.

**Services** means all utilities and services on or in the Land or the Building including (as applicable and related to the base

building) water, gas, electricity, lighting (including perimeter and yard lighting), sanitary, hot water, air-conditioning and ventilation systems (but excluding supplementary air conditioning forming part of the Tenant's Fitout), auto entry doors, building management systems, generators (installed by the Landlord or the Landlord's Employees), communication and telecommunication systems, fire safety systems, aerials, existing generators, and lifts installed in the Building and serving the Premises and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, solar, electrical and mechanical plant and all other ancillary or associated parts and accessories.

Services includes the Agreed Integration Works

Services exclude:

- a. any generator installed by the Tenant or the Tenant's Employees;
- b. any utilities or services forming part of the Tenant's Fitout (except to the extent they are Agreed Integration Works) including any security systems or other items installed by the Tenant or the Tenant's Employees.

<b>Specified Date</b>	means 11 July 2008.
<b>Specified Personnel</b>	means any personnel engaged directly or indirectly by the Landlord to provide services in relation to the Premises, including but not limited to contractors, subcontractors, agents, officers and employees of the Landlord.
<b>Statutory Outgoings</b>	means: <ol style="list-style-type: none"><li>a. all amounts paid or payable by the Landlord in respect of, statutory and municipal and utility rates and levies (including general rates (including the fire and emergency services levy), and water and sewerage rates), taxes and charges in relation to the Land or Building; and</li><li>b. land tax on the basis that the Land is the only land owned by the Landlord.</li></ol>
<b>Structure</b>	(a) in relation to the Building, includes but is not limited to all walls (whether load-bearing or not), floors,

doors, windows, gutters, downpipes, facades, foundations, ceilings, ceiling access, walkways, stairs and roofs;

(b) in relation to areas other than the Building, includes but is not limited to car parks, driveways, paving, fencing, landscaping, vehicle barriers, lighting, pipes, drains, ducts and other fixed items on or under the Land or attached to the Building,

but excludes all items of Tenant's Fitout.

'Structural' has a corresponding meaning.

**Target Base Building ABGR Rating**

means a 4.5 star base building ABGR Base Building Rating certified by the Regional Certification Body or where there is no Regional Certification Body by the National Administrator under the ABGR Scheme.

**Target Tenancy ABGR Rating**

means a 4.5 star tenancy ABGR Tenancy Rating certified by the Regional Certification Body or where there is no Regional Certification Body by the National Administrator under the ABGR Scheme.

**Tax Invoice**

has the meaning it has in the GST Law.

**Tenant's Alterations**

means any alteration or installation of any Fitting or any building work on or in the Premises undertaken by the Tenant or the Tenant's Employees.

**Tenant's Employees**

means each of the Tenants' employees, agents, contractors and invitees and Tenant's Subtenants.

**Tenant Essential Terms**

means an essential term of this Lease being any of clauses 1.5, 3, 6.2, 7, 9, 12, 13.1, 14.2, 14.4, 14.6, 14.7, 14.8, 17.4, 17.5.2 and 40.

**Tenant's Fitout**

means the fitout of the Premises undertaken by or on behalf of the Tenant which includes Fittings installed by the Tenant or the Tenant's Employees and Tenant's Alterations including (except to the extent that they are Agreed Integration Works) any fixtures and Fittings integrated in the Services.

**Tenant's Representative**

means the representative appointed by the Tenant, which at the date of this Lease is the person specified in Item 14 of Schedule 1.

**Tenant's Subtenants**

means any person (not being the Tenant) entitled to occupy the Premises during the Term (or any extension of it or holding over under it), and that person's employees, officers, agents, contractors and invitees.

**Term**

means the period specified in Item 3 of Schedule 1 and where the context permits any extension or renewal.

**Trust** is defined in Clause 45.1.1.f.

**1.2. Interpretation**

1.2.1. Unless the contrary intention appears, a reference in this Lease to:

- a. (variations or replacement) a document (including this Lease) includes any variation or replacement of it;
- b. (this lease) "this Lease" includes all Schedules and annexures to it;
- c. (clauses, annexures and schedules) a clause, annexure or Schedule is a reference to a clause in or annexure or Schedule to this Lease;
- d. (reference to statutes) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- e. (law) "law" means common law, principles and doctrines of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- f. (singular includes plural) the singular includes the plural and vice versa;
- g. (person) "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or an authority;
- h. (Party) a Party includes the Party's successors and permitted assigns;
- i. (executors, administrators, successors) a particular person includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- j. (body ceases to exist) a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- k. (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- l. (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- m. (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- n. reference to a right includes a remedy, authority or power;



- o. (dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
  - p. (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - q. (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - r. (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
  - s. (meaning not limited) the words "include", "includes", "including", "for example", "such as" or "in particular" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
  - t. (next day) if an act under this Lease to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
  - u. (next Business Day) if an event under this Lease must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day;
  - v. (time of day) time is a reference to time in the capital city of the Jurisdiction;
  - w. (reference to anything) anything (including any amount) is a reference to the whole and each part of it;
  - x. (Commonwealth Department) a Commonwealth Department or body includes any replacement or substitute Commonwealth body performing the relevant functions of the previous department or body; and
  - y. (consent) approval or consent, is a reference to prior written approval or prior written consent;
- 1.2.2. As far as possible all provisions in this Lease must be construed so as not to be invalid, illegal or unenforceable.
- 1.2.3. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- 1.2.4. If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 1.2.5. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.

**1.3. Headings**

1.3.1. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Lease.

**1.4. When things can be done**

1.4.1. If a payment is due or a thing is to be done on other than a Business Day that payment must be made or the thing done on the next Business Day.

**1.5. GST**

1.5.1. Unless otherwise expressly stated, all amounts or other sums payable or consideration to be provided under this Lease are exclusive of GST.

1.5.2. If a supply under this Lease is subject to GST the recipient agrees, subject to clause 1.5.4 to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the prevailing GST rate.

1.5.3. The additional amount referred to in clause 1.5.2 is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

1.5.4. The supplier must deliver a Tax Invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 1.5.2. The recipient can withhold payment of the amount until the supplier provides a Tax Invoice or an adjustment note, as appropriate.

1.5.5. If an adjustment event arises in respect of a taxable supply made by a supplier under or in connection with this Lease, the amount payable by the recipient under clause 1.5.2 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or the supplier to the recipient as the case requires.

1.5.6. Where a party is required under this Lease to pay or reimburse an expense or outgoing of another party the amount to be paid or reimbursed by the first party will be the sum of:

- a. the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- b. if the payment or reimbursement is subject to GST, an amount equal to that GST.

**1.6. Measurement**

1.6.1. If the area of the Premises or the Building has to be ascertained for any reason, it will be measured in accordance with the method of measurement for the measurement of the net lettable area set out in Section 3 of the Property

Council of Australia Method of Measurement for Lettable Area of March 1997 (as amended from time to time).

- 1.6.2. For the purposes of calculating the net lettable area of unit *[insert]* on subleasing plan *[insert]* *[insert details of that part of the Premises known as Basement (Childcare)]* any survey will disregard any impact that the removal of the ceiling (or part of it) may have on the calculation of the net lettable area.

**1.7. Applicable law**

- 1.7.1. The law of the Jurisdiction applies to the construction of this Lease.

***[Note: the following clause will be inserted if there will be a separate office lease and retail lease in accordance with the Agreement for Lease.]***

**1.8. Premises and Retail Lease Premises**

- 1.8.1. This Lease is to be interpreted as if:

- a. the Retail Lease Premises form part of the Premises; and
- b. the whole of the Land including the Premises and Retail Lease Premises is subject to one lease on the terms of this Lease,

except in the following clauses:

- c. clause 1.1 - definition of Retail Lease;
- d. clause 2.1 ("Lease of the Premises");
- e. clause 12 ("Use of Premises");
- f. clause 13 ("Assignment and Subletting");
- g. clause 32 ("Options to renew");
- h. clause 33 ("Holding over");
- i. clause 50 ("Use of Premises by Retail Lease Occupants"); and
- j. Schedule 1 Item 2 - Premises.

- 1.8.2. A breach of or default of a provision under the Retail Lease will be treated as if it is a breach or default of the equivalent provision of this Lease. The parties will have the same rights and remedies as they would have had if it was a breach or default of the equivalent provisions of this Lease as if the Retail Lease Premises had formed part of the Premises.

- 1.8.3. Clauses 5, 6.1, 6.2 and 6.3.1 of the Retail Lease will be "Tenant Essential Terms" for the purposes of clause 1.8.2 and clause 48 of this Lease.

## **2. Grant of Lease**

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### **2.1. Lease of the Premises**

2.1.1. The Landlord leases the Premises to the Tenant:

- a. for the Rent;
- b. for the Term; and
- c. on the terms contained in this Lease.

### **2.2. The Landlord's reserved rights**

2.2.1. The Landlord may pass the Services through the Building provided:

- a. they do not unreasonably interfere with the Tenant's occupation and use of the Premises; and
- b. the Landlord complies with clause 8.

2.2.2. The Landlord may access the Building Management Areas providing that it complies with clause 8.5. The Tenant may physically access the Building Management Areas only with the consent of the Landlord.

## **3. Rent**

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### **3.1. Amount and payment of Rent**

3.1.1. The Tenant must:

- a. pay the Rent (without set off or deduction unless otherwise permitted by this Lease) by equal Monthly instalments in advance on the first day of each Month;
- b. pay the first instalment of Rent on the Rent Commencement Date;
- c. if necessary pay the first and last instalments of Rent apportioned on a daily basis; and
- d. pay all instalments of Rent in accordance with clause 3.2.

3.1.2. The Tenant is not obliged to pay any more than the Rent that corresponds to the net lettable area detailed in Item 8 of Schedule 1.

3.1.3. If the area of the Premises or the Building is ascertained for any reason and the net lettable area (measured in accordance with clause 1.6) is greater than the amounts detailed in Item 8 of Schedule 1, then the Tenant may occupy this additional area at no Rent under this Lease.

3.1.4. If the area of the Premises or the Building is ascertained for any reason and the net lettable area (measured in accordance with clause 1.6) is less than the amounts detailed in Item 8 of Schedule 1, then the Tenant is not obliged to pay

any more than the Rent that corresponds to the ascertained net lettable area (measured in accordance with clause 1.6). The Party that ascertains the new measurement, must serve notice of the new measurement on the other Party within 7 Business Days. The new measurement is effective from the date on which the notice is served on the other Party.

**3.2. EFT payments**

- 3.2.1. Subject to clause 3.2.3 the Tenant must pay the Rent by electronic funds transfer ("EFT") to the account nominated by the Landlord in Item 5 of Schedule 1.
- 3.2.2. During the Term the Landlord must maintain a Landlord's bank account in Australia for the purpose of receiving electronic funds transfer by way of payment by the Tenant under this Lease.
- 3.2.3. If the Landlord wishes to change the Landlord's bank account, the Landlord must notify the Tenant of the account (in Australia) to which payments may be made by EFT at least 20 Business Days prior to the date for payment of Rent ("Cut off Date").
- 3.2.4. The Tenant will not be liable to make any additional or interim payments where details of the Landlord's bank account are:
  - a. incorrectly notified by the Landlord; or
  - b. notified after the Cut off Date for that payment.
- 3.2.5. The Tenant will use its best endeavours to trace any payment directed by it to the Landlord's bank account which miscarries and provide details of its transit. If the miscarriage is due to a failure of the Tenant's banker or agent, the Tenant must make arrangements with its banker or agent to remedy the miscarriage.
- 3.2.6. Payment by EFT by the Tenant's banker to the relevant nominated account by the due date is a full discharge for the payment.

**4. Rent Review - Fixed**

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**4.1. Rent Review - Fixed**

- 4.1.1. The Rent will be reviewed at the times and in the manner referred to in Item 6 of Schedule 1 and this clause 4.

**4.2. Fixed Review**

- 4.2.1. On each Fixed Review Date the Rent for the next Rent Period will increase by the amount or percentage specified in Item 6 of Schedule 1.

**5. Rent Review - Market**

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**5.1. Definitions**

5.1.1. In this clause "Market Review Notice" means a notice of the Rent proposed for the relevant Rent Period and given under clause 5.2.

**5.2. Each Party may give notice of new Rent**

5.2.1. No earlier than 9 Months before and no later than 3 Months after a Market Review Date the Tenant or the Landlord may give a Market Review Notice to the other party. Time is of the essence and if a Market Review Notice is not given within that time, the Rent for the subsequent Rent Period will not change.

**5.3. Determination of Rent**

5.3.1. If the Party receiving the Market Review Notice does not notify the other Party of its acceptance of the proposed rent set out in that Market Review Notice within 60 Business Days after receipt of that Market Review Notice or if the Parties fail to agree the Rent in writing within that period, the Rent will be determined in accordance with Schedule 4.

5.3.2. Despite any other provision, if the agreement or determination results in assessing a Rent figure that:

- a. is in excess of 115% of the Rent in the immediate previous Rent Period, the Rent will be limited to, and the Tenant will pay no more than, 115% of the Rent in the immediate previous Rent Period; and
- b. is less than 103.5% of the Rent in the immediate previous Rent Period, the Rent for the relevant Rent Period will be 103.5% of the Rent in the immediate previous Rent Period.

**5.4. Payment of Rent**

5.4.1. The Rent fixed under this clause 5 (whether by agreement or determination or by limitation under clause 5.3.2) is payable from the beginning of the relevant Rent Period.

**6. Electricity, gas and water**

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**6.1. Landlord to install meters and pay for operation of Services**

6.1.1. The Landlord must install meters to measure the supply of electricity, gas and water to the Premises and to ensure accurate calculation of the charges in clause 6.2.1.

6.1.2. Subject to clause 6.2 and clause 21.3.2, the Landlord must pay for all electricity and gas consumed in operating the Services and in relation to the landscaping and car parks.

6.1.3. The Landlord must pay for all water consumed in operating base building plant and equipment and in relation to the landscaping and car parks.

**6.2. Tenant to pay for consumption and use**

6.2.1. Subject to clauses 6.2.3 and 6.2.4, the Tenant must pay to the suppliers all charges for electricity, gas and water (whether described as water consumption charges or excess water charges but excluding water rates) consumed or used by the Tenant on the Premises.

6.2.2. If the supplier is the Landlord, those charges must be made by the Landlord at the average cost per unit to the Landlord.

6.2.3. Subject to clause 21.3.2, nothing in this clause renders the Tenant liable to pay for electricity and gas consumed in operating the Services or in relation to landscaping or carparks.

6.2.4. Subject to clause 21.3.2, nothing in this clause renders the Tenant liable to pay for water consumed in operating the base building plant and equipment or in relation to landscaping or carparks.

6.2.5. The Tenant is entitled to nominate its supplier of electricity.

6.2.6. The Tenant must pay all charges for telephones and like services used on the Premises.

**7. Tenant's obligations to maintain and repair**

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**7.1. Tenant's obligations**

7.1.1. The Tenant, having regard to the condition of the Premises at the Commencement Date and subject to clause 7.1.3 and the Landlord's obligations under this Lease must keep and maintain the internal parts of the Building (other than the Structure, Services, Building Management Areas and Landlord's Fittings) in good and tenable repair and condition.

7.1.2. For the purposes of the Tenant's obligations in this lease "internal parts of the Building" means those parts of the Building identified in Item 8 of Schedule 1, extending from the interior face of all walls, doors and windows and extending from the surface of the floor to the underside of the false ceiling.

7.1.3. The Tenant is not obliged to repair:

- a. damage resulting from fair wear and tear, fire, lightning, storm, flood, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, Structural or inherent defect (whether due to faulty design, construction, inadequate

supervision, defective or unsuitable materials or other cause), subsidence, inevitable accident, act of God, riot, civil commotion, strikes, enemy action or malicious damage; or

- b. any part of the Services, the Building Management Areas, the Landlord's Fittings, the Structure or any part of the area outside the Building,

except where the need for repair is caused by the negligent act or omission or default of the Tenant or the Tenant's Employees in which case the Tenant must carry out the repair promptly.

## **8. Landlord's rights to enter Premises**

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### **8.1. Landlord's rights to inspect**

8.1.1. Subject to this clause 8 the Landlord and the Landlord's Employees may enter the Premises:

- a. on giving prior reasonable written notice;
- b. at reasonable times; and
- c. accompanied by a person appointed by the Tenant's Representative (and in this regard the Tenant must use its best endeavours to ensure that its accompanying person is available at the time specified in the notice),  
to:
  - d. inspect the state of repair of the Premises, but not more often than once every 6 Months;
  - e. re-inspect the Premises where, following an inspection under clause 8.1.1.d, notice has been served which properly requires the Tenant to effect a repair; or
  - f. carry out repairs, maintenance or alteration of the Premises if the work:
    - i. is maintenance or repair for which the Tenant is liable under this Lease and has failed to carry out in accordance with a notice given by the Landlord that properly requires the Tenant to effect a repair under this Lease;
    - ii. is necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
    - iii. is required by law to be done;
    - iv. is required to be done for the safety of the Premises or the occupants of the Premises; or
    - v. carrying out any defect rectification work; or
  - g. obtain access to the Building Management Areas to inspect, maintain or repair the Services.



**8.2. Landlord's rights in an emergency**

- 8.2.1. If there is an emergency the Landlord and the Landlord's Employees may only enter the Premises to ascertain and if necessary remedy the cause or limit the effect of the emergency subject to:
- a. being accompanied by a person nominated by the Tenant if practicable and given the nature of the emergency. For example if in the reasonable opinion of the Landlord there is a reasonable risk of significant damage occurring to the property of the Landlord, the Landlord need not wait for the arrival of a person nominated by the Tenant. In no circumstances may the Landlord or the Landlord's Employees enter any Restricted Area in exercise of these rights. The Landlord must always immediately notify the Tenant by telephone and confirm any entry in writing; and
  - b. following such security procedures as notified by the Tenant from time to time.

**8.3. Provisions relating to access**

- 8.3.1. In exercising its rights of entry under clauses 8.1 and 8.2 the Landlord and the Landlord's Employees must:
- a. cause no undue interference to the occupation, use or enjoyment of the Premises by the Tenant;
  - b. use best endeavours to avoid damage to the Premises or the Tenant;
  - c. promptly make good all damage caused to the Premises or the Tenant arising from the exercise of those rights; and
  - d. indemnify and keep indemnified the Tenant from and against all Claims in any way resulting from the exercise of those rights, except to the extent that the Claim arises from the act or omission of the Tenant or any of the Tenant's Employees.

**8.4. Tenant's Keys**

- 8.4.1. The Landlord acknowledges that it will not be permitted access to the Tenant's keys, access cards or equivalent devices for the purposes of this clause 8.

**8.5. Security and access**

- 8.5.1. The Landlord agrees that when using the Premises or the Tenant's facilities for any reason permitted by this Lease, it will comply with all laws, policies, procedures (as notified by the Tenant) and directions relating to security and occupational health and safety in effect at the Premises or in regard to the Tenant's facilities.
- 8.5.2. Any Specified Personnel (including all subcontractors and maintenance personnel) whom the Landlord proposes to carry out work or perform duties in

connection with the Lease and who will be required, while carrying out some or all of that work or performing some or all of those duties, to:

- a. enter secure areas within the Premises;
- b. have access to, or be responsible for the physical custody of, official, security classified, sensitive or commercial information or documents or valuable assets belonging to the Tenant or a third party; or
- c. hold a security clearance, the details of which have been notified or may be notified from time to time by the Tenant to the Landlord,

must be authorised by the Tenant in accordance with this clause 8.5 to carry out that work or perform those duties prior to entering the Premises.

8.5.3. The Landlord, or any Specified Personnel, will provide to the Tenant, in the form required by the Tenant, such information as the Tenant from time to time requests for the purpose of allowing the Tenant to undertake investigations for the purposes of this clause 8.5, including any consent from any Specified Personnel that is necessary to undertake such investigations.

8.5.4. The Landlord must ensure that only persons who:

- a. are of good fame and character;
- b. are properly qualified for the tasks they are to perform; and
- c. will act, in all the circumstances, in a fit and proper manner while they are carrying out work or performing duties under the Lease,

are notified to the Tenant as Specified Personnel.

8.5.5. The Tenant will carry out such investigations under this clause 8.5 as it requires including enquiries with other organisations and government agencies, including law enforcement and national security agencies.

8.5.6. The Tenant agrees to notify the Landlord in writing of:

- a. the names of the Specified Personnel whom it authorises to carry out work or perform duties under this Lease (individually known as an "Authorised Person");
- b. the type and level of clearance given in respect of each Authorised Person and the date from which, or the period during which, those clearances will be effective; and
- c. the names of the Specified Personnel it refuses to authorise to carry out such work or perform such duties.

- 8.5.7. The Landlord must sign a copy of any notice given under clause 8.5.6 and must return it to the Tenant as soon as possible as acknowledgement of the receipt of the notice.
- 8.5.8. The Landlord must advise the Tenant promptly in writing of any change in the circumstance of an Authorised Person that, in the Landlord's reasonable opinion, is likely to affect the Tenant's assessment of the person as an Authorised Person.
- 8.5.9. The Tenant may at any time without coming under any liability whatsoever, withdraw, limit or suspend its authorisation in respect of a particular Authorised Person and will so notify the Landlord.
- 8.5.10. Where the Tenant withdraws, limits or suspends the authorisation of a person under this clause 8.5, the Landlord agrees to, if required by the Tenant and without inconvenience or cost to the Tenant, propose another person for authorisation by the Tenant under this clause 8.5 within a reasonable time.
- 8.5.11. The Tenant may, at its absolute discretion, give notice requiring the Landlord to immediately remove personnel (including Specified Personnel and Authorised Personnel) from work in relation to the Lease.
- 8.5.12. The Tenant shall bear all costs associated with the processing of any security clearances required under this clause 8.5.

**8.6. Restricted Areas**

- 8.6.1. The Tenant may prohibit or restrict access to any area of the Premises (**Restricted Area**) by any person including the Landlord, Specified Personnel or Authorised Personnel from time to time due to confidentiality or security reasons.
- 8.6.2. The Landlord must comply with any such directions.
- 8.6.3. Despite anything to the contrary, if the Tenant exercises its rights under clause 8.6.1:
- a. the Tenant agrees to pay to the Landlord any direct costs and expenses arising from or incurred by the Landlord in connection with the Tenant exercising those rights, other than those costs referred to in clause 8.6.3.c; and
  - b. the Tenant agrees that the Landlord is not responsible for performing obligations under this Lease to the extent that they cannot be performed without access to a Restricted Area; and

- c. the Tenant will if required by the Landlord carry out at the Landlord's cost any works or repairs that the Landlord is required to carry out but cannot do so due to the Tenant exercising those rights.

**8.7. Consents**

- 8.7.1. Clause 36.1.1.a does not apply in relation to this clause 8.
- 8.7.2. The Tenant may grant or refuse consent under this clause 8 or impose conditions on its consent at its discretion.

**8.8. Disputes**

- 8.8.1. Clause 31 does not apply to this clause 8 (except clauses 8.1 and 8.3).

**9. Compliance with Requirements**

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**9.1. Tenant's duties**

- 9.1.1. The Tenant must comply with all Requirements relating to the use of the Premises and the Tenant's Fitout to the extent that it is bound by a Requirement provided that the Tenant is not required to effect Structural alterations or additions to the Premises, install, alter or add to the Services.
- 9.1.2. Despite clause 9.1.1, the Tenant must comply with Requirements relating to use of the Premises where it is not bound:
  - a. to the extent that compliance is not inconsistent with or would not detract from the performance of its statutory or executive functions; and
  - b. if the Landlord would be required to comply with the Requirement as a consequence of the Tenant not doing so,provided that the Tenant is not required to effect Structural alterations or additions to the Premises or install, alter or add to the Services in the Premises except where the Requirement relates to a use of the Premises by the Tenant which is not usual for office premises and in such case the Landlord will carry out the alterations or additions at the Tenant's cost.
- 9.1.3. Despite clause 9.1.1, the Tenant must comply with Requirements relating to the Tenant's Fitout where it is not bound:
  - a. to the extent that compliance is not inconsistent with or would not detract from the performance of its statutory or executive functions; and
  - b. if the Landlord would be required to comply with the Requirement as a consequence of the Tenant not doing so.

9.1.4. For the avoidance of doubt, the Landlord is not required to comply with Requirements or carry out any alterations or additions under clause 9.1.2 that relate to the Tenant's Fitout.

**9.2. Landlord's duties**

9.2.1. Subject to clause 9.1, the Landlord must comply with all Requirements relating to the Premises, the Building and the Land.

**9.3. Tenant's rights if Landlord does not comply**

9.3.1. If:

- a. the Tenant is not required to comply with a Requirement pursuant to clause 9.1; and
- b. the Landlord is obliged to comply with the Requirement and does not do so within a reasonable time after the Tenant gives the Landlord notice that the Tenant requests the Landlord to comply with the Requirement, then, the Tenant may comply with the Requirement and recover its reasonable costs from the Landlord. The Landlord must reimburse the Tenant within 10 Business Days its reasonable costs subject to the production of receipts and the delivery of a Tax Invoice.

9.3.2. The parties acknowledge that any dispute in relation to whether the Landlord or the Tenant is required to comply with a Requirement or whether the Landlord or the Tenant has failed to comply with a Requirement is to be resolved in accordance with clause 31.

**10. Rules**

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**10.1. Tenant must comply**

10.1.1. The Tenant will at all times observe and perform the rules set out in Schedule 7, and any amendments made in accordance with clause 10.1.2 to the extent that they:

- a. are reasonably necessary for the safety, care and cleanliness of the Building; and
- b. are not inconsistent with the Tenant's rights, powers, privileges under this Lease and do not interfere with the use of the Premises.

10.1.2. The Landlord may amend the rules set out in Schedule 7 if:

- a. the amendment has been first notified in writing to the Tenant prior to it taking effect; and
- b. the Tenant has agreed.

- 10.1.3. If any rule is inconsistent with a covenant in this Lease, the covenant of this Lease shall prevail to the extent of that inconsistency.

## **11. Sale by Landlord**

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- 11.1.1. Within 5 Business Days after the Landlord has signed a heads of agreement or similar document to agree to a proposal for the transfer of the Crown Lease, the Landlord must provide a written notice to the Tenant advising of the proposed transferee (**Transferee Notice**).
- 11.1.2. Within 20 Business Days of receipt of the Transferee Notice (**Consideration Period**) the Tenant may advise the Landlord in writing of any concerns it has with the proposed transferee (**Concern Notice**).
- 11.1.3. If the Landlord receives a Concern Notice from the Tenant within the Consideration Period then the Landlord will take into account any concerns expressed by the Tenant in that Concern Notice regarding the proposed transferee.
- 11.1.4. The Landlord must not enter into an agreement for the transfer of the Crown Lease until the earlier of:
- a. the expiration of the Consideration Period;
  - b. receipt of a Concern Notice and notification to the Tenant that it has been taken into account under clause 11.1.3; and
  - c. receipt of a written notice from the Tenant advising it has no concerns regarding the proposed transferee.
- 11.1.5. The Tenant will endeavour in any Concern Notice to provide an explanation regarding its concerns about the proposed transferee, but the Landlord acknowledges that the Tenant may not be able to provide such an explanation.
- 11.1.6. If the Landlord transfers the Crown Lease (**Transferring Landlord**):
- a. the Tenant agrees to enter into a deed of covenant with the transferee under which:
    - i. the Tenant agrees with the transferee to comply with this deed as if the transferee was the Landlord; and
    - ii. the transferee assumes the Landlord's obligations under this deed arising after the Transferring Landlord ceases to be the Landlord; and
  - b. the Transferring Landlord is released from any obligations under this deed arising after it ceases to be the Landlord.

**12. Use of Premises**

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- 12.1.1. Subject to clause 12.1.2 the Tenant is entitled to use the Premises for the Permitted Use.
- 12.1.2. The Tenant must not use the Premises as Retail Premises.
- 12.1.3. The Landlord must notify the Tenant in writing of all relevant floor and lift loadings. The Tenant must not exceed these loadings.
- 12.1.4. The:
  - a. Tenant will ensure that the Tenant and the Tenant's Employees; and
  - b. Landlord will ensure that the Landlord and the Landlord's Employees, do not do anything which constitutes a breach of the Crown Lease.
- 12.1.5. The Landlord must not vary the Crown Lease in any way which prejudices the rights of the Tenant under this Lease without the prior written consent of the Tenant.

**13. Assignment and subletting**

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**13.1. Consent to assignment and subletting**

- 13.1.1. The Tenant may not assign, sub-let, part with possession or deal with its interest in this Lease other than in accordance with this clause.

***[Note: the following clause will be inserted if there will be a separate office lease and retail lease.]***
- 13.1.2. The Tenant must not assign, sublet the whole of the Premises, part with possession of the Premises or otherwise dispose of the whole of its interest in this Lease unless it does so in conjunction with the Retail Lease.]
- 13.1.3. The Tenant may assign or sub-let this Lease after obtaining the Landlord's prior consent to do so.
- 13.1.4. The Landlord's consent is not required if the Tenant assigns, sub-lets or parts with possession of this Lease (or part of its interest) to a Commonwealth statutory body or agency. The Tenant must notify the Landlord of any action taken in the exercise of its rights under this clause 13.1.4.
- 13.1.5. The Landlord's consent is also not required if the Tenant sub-lets its interest (or part) or parts with possession of part of its interest in the Lease to a State or Territory statutory body or agency. The Tenant must notify the Landlord of any action taken in the exercise of its rights under this clause 13.1.5.

**13.2. Information to be given on assignment**

13.2.1. The Tenant's request for the Landlord's consent to an assignment of this Lease will include:

- a. the name and the address of the proposed assignee;
- b. a copy of the proposed deed of assignment; and
- c. such other information as the Landlord reasonably requires.

**13.3. Landlord to give consent to assignment**

13.3.1. The Landlord must give its consent promptly if:

- a. the Tenant satisfies the Landlord that the proposed assignee is respectable and financially secure and has the ability to carry out the Tenant's obligations under this Lease;
- b. the proposed assignee signs a deed in which it covenants with the Landlord and the Tenant to perform the obligations of the Tenant under this Lease and gives such security as the Landlord reasonably requires; and
- c. the Tenant is not in breach of this Lease.

**13.4. Information to be given on subletting**

13.4.1. The Tenant's request for the Landlord's consent to a subletting of this Lease will include:

- a. the name and the address of the proposed sublessee;
- b. a copy of the proposed sublease; and
- c. such other information as the Landlord reasonably requires.

**13.5. Landlord to give consent to subletting**

13.5.1. The Landlord must give its consent to a subletting promptly if:

- a. the proposed sublessee signs a deed in which it covenants with the Landlord not to do anything which would constitute a breach of the Tenant's obligations under this Lease;
- b. the Tenant is not in breach of this Lease; and
- c. the Tenant's sublessee agrees to obtain the Landlord's consent in circumstances where the Tenant would be obliged to obtain the Landlord's consent under this Lease.

**13.6. Tenant's Subtenants**

13.6.1. The Landlord and the Tenant agree that:



- a. any act or omission of a Tenant's Subtenant is taken to be an act or omission of the Tenant under this Lease; and
- b. if, under this Lease, the Tenant must obtain the Landlord's consent to do something, then the Tenant must ensure that the Tenant's Subtenants also obtain the Landlord's consent to do that thing.

## **14. Tenant's Alterations, Fittings and Fitout**

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### **14.1. Landlord's consent to Tenant's Alterations**

- 14.1.1. Subject to clause 14.2, the Tenant is permitted to undertake any Tenant's Alterations without the Landlord's prior consent.

### **14.2. Other alterations or additions**

- 14.2.1. The Tenant must not make any alteration or addition:

- a. to the Structure;
- b. to the Services;
- c. which may adversely affect the operation or energy performance of the Services or air circulation; or
- d. would result in breach of any requirement regarding the route or distance of emergency egress from the Building contained in the Building Code of Australia as at the Specified Date,

without the prior written consent of the Landlord.

- 14.2.2. If the Landlord's consent to any alteration or addition is required the Tenant must provide reasonably detailed plans and specifications of the proposed alterations and additions.

### **14.3. Landlord's response to request**

- 14.3.1. When responding to the Tenant's request for consent to any alteration or addition, the Landlord must advise the Tenant:

- a. if it considers that the proposed alteration or addition will have an impact on the operation or energy performance of the Services or air circulation; and
- b. in relation to Structural alterations, whether or not it requires the alteration to be made good at the expiry or termination of this Lease.

### **14.4. Tenant to do work properly**

- 14.4.1. Where the Tenant carries out any alterations or additions the Tenant must:

- a. comply with clause 9.1;

- b. arrange for the work to be performed in a proper and workmanlike manner and consistent with the general standards of the Building;
- c. not interfere with the Services or air circulation, unless permitted to do so by the Landlord;
- d. rebalance or reconfigure the Services if necessary as a result of the alterations or additions;
- e. not prevent or interfere with either Party complying with their obligations under the Green Lease Schedule; and
- f. in circumstances where the Landlord's consent is required, carry out the alterations or additions in accordance with any plans, specifications and schedule of finishes required and approved by the Landlord.

**14.5. Tenant's Alterations and Fitout**

14.5.1. The Tenant owns all Tenant's Alterations and the Tenant's Fitout.

14.5.2. The Tenant must repair and maintain the Tenant's Fitout and Tenant's Alterations in good and tenantable repair and condition.

**14.6. Tenant's Alterations and Fitout at Lease end**

14.6.1. On or before the expiry or termination of this Lease or any holding over the Tenant may remove any of its Tenant's Alterations or Tenant's Fitout or any part thereof, provided it leaves the Premises in a clean and tidy condition and repairs all damage caused by such removal as required to leave the damaged area in substantially the same condition as the surrounding internal part of the Premises at that time.

14.6.2. If the Tenant does not remove its Tenant's Alterations or Tenant's Fitout before the expiry or termination of this Lease or any holding over, those Fittings, Tenant's Alterations and Tenant's Fitout not removed will become the property of the Landlord.

**14.7. Tenant Structural Alterations**

14.7.1. In this clause 14.7:

- a. "Tenant's Structural Alteration" means an alteration or addition to the Structure carried out by the Tenant or the Tenant's Employees but excludes any Agreed Integration Works except to the extent that they have been the subject of a Tenant's Alteration.
- b. "Structural Make Good" means the reinstatement of that part of the Structure that has been altered by a Tenant's Structural Alteration to its state prior to the Tenant's Structural Alteration.

- 14.7.2. The Tenant must within 3 Months of the expiry or termination of this Lease, extension or any holding over pay to the Landlord an amount as agreed or determined under clause 14.7.3 in respect of the Structural Make Good of all Tenant's Structural Alterations other than those in relation to which the Landlord advised that no make good would be required when approval was given.
- 14.7.3. The amount to be paid by the Tenant under clause 14.7.2 will be either:
- a. agreed between the Landlord and the Tenant within 20 Business Days of the expiry or termination of this Lease; or
  - b. referred by either Party to be determined by the Expert in accordance with clause 31.

**14.8. Limited Make Good Obligation**

- 14.8.1. On or before expiry or termination of the first Term of this Lease unless the Tenant has exercised its option for a Further Term or the first Term is extended for at least five years, the Tenant must pay to the Landlord (in addition to all other amounts payable under this Lease) an amount of \$3 million (exclusive of GST).
- 14.8.2. This clause 14.8 will no longer apply and will be excluded from any further lease if:
- a. the Tenant has exercised its option for the First Further Term; or
  - b. the Term is extended for at least five years.

**15. Quiet enjoyment and non derogation**

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**15.1. Tenant entitled to quiet enjoyment**

- 15.1.1. In return for the Tenant paying the Rent and otherwise complying with this Lease and subject to the other rights and obligations of the Landlord under this Lease, the Tenant is entitled to peaceably hold and enjoy the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord.

**15.2. What happens if the Landlord does not provide quiet enjoyment**

- 15.2.1. If the Landlord or Landlord's Employees breach clause 15.1:
- a. the Landlord must use its best endeavours to bring the interruption or disturbance to an end as quickly as possible; and
  - b. if the breach results in the Premises being wholly or partially unfit for the occupation, use or enjoyment of the Tenant then unless the breach is remedied by the Landlord within a reasonable time clause 29 will apply.

**15.3. Landlord must not diminish Tenant's rights**

15.3.1. The Landlord must not derogate from the grant of this Lease despite any other provision of this Lease.

**16. The Landlord's rights**

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16.1.1. If:

- a. the Landlord becomes a trustee, a responsible entity or custodian; or
- b. any person who becomes landlord under this Lease is (or becomes) a trustee, responsible entity or custodian; or
- c. there is a restructuring of the Landlord (including the Custodian or the Responsible Entity), the Trust or any of their Related Body Corporates, then if asked by a person referred to in subclause a. or b. or the Landlord (**Responsible Person**), the Tenant agrees to sign a variation of this Lease or such other document (as applicable) provided that the variation or other document:
  - d. is in terms satisfactory to the Tenant acting reasonably; and
  - e. does not prejudice the rights of the Tenant under this Lease.

16.1.2. The Landlord will pay any reasonable costs of the Tenant in relation to a variation of this Lease or other document in accordance with this clause.

**17. Rates taxes and outgoings**

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**17.1. Landlord must pay rates taxes and outgoings**

17.1.1. The Landlord must pay all rates and taxes in respect of the Land, the Building and the Premises, and all other outgoings in respect of the Land, the Building and the Premises except for those which the Tenant is required to pay under this Lease.

**17.2. What happens if Landlord fails to pay rates taxes and outgoings**

17.2.1. If the Landlord fails to make the payments in clause 17.1 within 10 Business Days after receipt of a notice to do so from the Tenant, the Tenant may make those payments on behalf of the Landlord together with all fines, reconnection fees and other like charges and recover the amounts paid from the Landlord following production of receipts and the delivery of a Tax Invoice from the Tenant to the Landlord. The Landlord will repay the Tenant within 10 Business Days after receiving the necessary receipts and Tax Invoice from the Tenant.

**17.3. Tenant pays increases in Statutory Outgoings over Base Year**

17.3.1. In this Lease:

- a. "Base Year" means the year in Column 1 Item 19 of Schedule 1 applicable for the Term as updated pursuant to clause 17.6.
- b. "Base Year Amount" means the amount in Column 2 Item 19 of Schedule 1 applicable for the Term as updated pursuant to subclause 17.6.
- c. "Estimated Tenant's Contribution" means the estimate of the Tenant's Contribution for the relevant Outgoings Year determined in accordance with clause 17.5.2.
- d. "Tenant's Contribution" means the amount of the Statutory Outgoings determined from time to time in excess of the Base Year Amount or, if part of a year, apportioned on a daily basis.
- e. "Statutory Outgoings Notice" means a notice which specifies the Statutory Outgoings for the Outgoings Year and contains copies of all statutory levies and assessments from the relevant authority in sufficient detail to be easily identified and determined in respect of the Premises.
- f. "Outgoings Year" means each period of 12 months commencing on 1 July and ending on 30 June even if part of that 12 month period does not fall within the Term.
- g. "Outgoings Review Date" means a date specified in Column 3 Item 19 of Schedule 1 applicable for the Term.

**17.4. Payment of Outgoings**

- 17.4.1. The Tenant must pay to the Landlord the Tenant's Contribution for each Outgoings Year from the Commencement Date.

**17.5. Landlord to provide estimate of Statutory Outgoings**

- 17.5.1. The Landlord agrees to give the Tenant a notice for each Outgoings Year stating the Landlord's estimates of the Statutory Outgoings, the Tenant's Contribution for that Outgoings Year and reasonable details of how the estimates are arrived at.
- 17.5.2. The Tenant must pay the Landlord the Estimated Tenant's Contribution by consecutive equal Monthly instalments (or proportionately for any part of a Month) in advance at the same time as the Tenant is required to pay the Rent, on account of the Tenant's Contribution.
- 17.5.3. The Tenant need not pay instalments for the first Outgoings Year until the Landlord gives it a notice stating its estimates of the Statutory Outgoings and of the Tenant's Contribution for that Outgoings Year.
- 17.5.4. In each Outgoings Year after the first, until the Landlord gives the Tenant a notice of the Landlord's estimates for that Outgoings Year, the Tenant agrees to

pay on each date Rent is payable, on account of the Tenant's Contribution, an instalment equal to that payable on the previous day Rent was payable.

- 17.5.5. As soon as possible after the end of the relevant Outgoings Year the Landlord agrees to give the Tenant a Statutory Outgoings Notice.
- 17.5.6. On the later of the next day Rent is payable and 20 Business Days after receipt of this Statutory Outgoings Notice, the Tenant agrees to pay the Landlord (or the Landlord agrees to credit the Tenant with) the difference between what the Tenant has paid on account of the Tenant's Contribution for the Outgoings Year to which the notice applies and what the notice says is payable.

**17.6. Update of Base Year**

- 17.6.1. On each Outgoings Review Date:
- a. the Base Year will be updated to the year specified in Column 4, Item 19 of Schedule 1 as the Base Year applicable from that Outgoings Review Date; and
  - b. the Base Year Amount will be updated to the amount of Statutory Outgoings paid or payable by the Landlord during the year determined in clause 17.6.1.a.

**18. Warranty of fitness**

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**18.1. Landlord's warranties**

- 18.1.1. The Landlord warrants that at the Commencement Date and at all times during the Term the Premises and the Building:
- a. are, and will remain, fit for use and occupation as an office; and
  - b. will comply with the standards specified in Schedule 2 (if any), the Australian Standards and the Building Code of Australia as at the Specified Date (or in the event of an upgrade of a Service or part of the Building, at the later date of installation but only in respect of and to the extent of the upgrade) relevant to the Building having regard to its condition as at the Commencement Date provided that in the event of inconsistency, the highest standard will apply.
- 18.1.2. In addition to the Landlord's warranties in clause 18.1.1, the Landlord warrants that at the Commencement Date and at all times during the Term those parts of the Building which are designed to be weatherproof will remain weatherproof.
- 18.1.3. The Landlord is released from each warranty in clause 18.1 for the period and to the extent that any negligence or default of the Tenant or the Tenant's Employees renders the Landlord unable to comply with that warranty.

**18.2. Landlord's responsibilities**

18.2.1. The Landlord is responsible for any direct loss or damage suffered by the Tenant (limited to the extent that such loss or damage is caused by the Landlord or the Landlord's Employees or is, or should have otherwise been within the control of the Landlord), including, Relocation Expenses occasioned by or arising out of Structural faults or defects including those inherent in the Building or the Premises which make the Premises unfit for use and occupation by the Tenant except to the extent contributed to by the act, omission or default of the Tenant or the Tenant's Employees.

18.2.2. If the Tenant elects to vacate the Premises (or any part thereof) arising from clause 18.2.1, then (subject to its application) the provisions of clause 29 will apply.

**18.3. Energy Performance**

18.3.1. The parties agree that the Green Lease Schedule is incorporated into and forms part of this Lease and the parties agree to comply with the terms of the Green Lease Schedule.

18.3.2. The Parties are entitled to their respective rights under the Green Lease Schedule.

18.3.3. This clause 18.3 and the Green Lease Schedule cease to apply if the whole of the Premises is assigned to a body other than the Commonwealth of Australia or a body subject to the Commonwealth of Australia's "Energy Efficiency in Government Operations Policy" applicable at the Commencement Date.

18.3.4. If any conflict arises between the terms and conditions contained in the Lease and any clauses or parts of the Green Lease Schedule, then subject to this clause 18:

- a. in so far as the conflict is to be resolved to determine the rights and obligations under the Green Lease Schedule; and
- b. unless the terms and conditions contained in this Lease expressly provide that they prevail over the Green Lease Schedule,

the clauses (or the relevant parts of the clauses) of the Green Lease Schedule prevail to the extent necessary to resolve the conflict.

18.3.5. Despite anything to the contrary, the Parties confirm that in accordance with clause 9.2.8 of the Green Lease Schedule, if there is a breach of this clause 18.3 or the Green Lease Schedule then the Parties will rely on the remedies contained in the Green Lease Schedule and will not rely on any other remedies available under this Lease or otherwise.

**19. Landlord's obligation to maintain and repair**

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**19.1. Landlord's duties**

19.1.1. Subject to the Tenant's obligation to maintain the internal part of the Building as set out in clause 7.1.1, the Landlord must:

- a. keep and maintain the Premises, the Landlord's Fittings and the Building including the Structure, Building Management Areas, and the Services) in good and substantial repair, working order and condition; and
- b. keep watertight those parts of the Building which are designed to be watertight.

**19.2. Landlord must replace specified items**

19.2.1. Without limiting the operation of clause 19.1, the Landlord must promptly replace:

- a. all broken and damaged glass in the windows and doors of the Building including plate glass (excluding the Tenant's Fitout), unless that breakage or damage has been caused by the act or omission of the Tenant or the Tenant's Employees in which case the Tenant must replace or repair them; and
- b. all damaged or non-operative electric light bulbs, globes, tubes and other means of illumination in all parts of the Land and Building except for the inside of the Building.

**19.3. Landlord must effect maintenance contracts**

19.3.1. The Landlord must effect and maintain contracts for the maintenance and repair of those Services in relation to which a reasonably prudent landlord would effect a maintenance contract in accordance with the relevant Australian Standards with respectable and recognised maintenance and repair contractors. The Landlord must comply with clause 8.5 in respect of any contractor who may require access to the Premises.

**19.4. Management and maintenance meetings**

19.4.1. The Landlord will invite the Tenant's Representative to and conduct management and maintenance meetings at least every 3 Months during the Term unless otherwise agreed by the Landlord and Tenant.

19.4.2. Without limitation to the parties' rights under this Lease, the purpose of the meetings is to:

- a. advise the Tenant of maintenance of the Building or Services that the Landlord proposes to undertake;



- b. advise the Tenant if the Landlord is intending to replace any contractors and details of any proposed contractors;
- c. make arrangements for the testing of essential Services;
- d. confirm the monthly testing and certification of water cooling towers and discuss the results of the testing of the water cooling towers;
- e. provide to the Tenant any certificates in relation to the Building or Services that the Landlord must obtain in accordance with any Requirement; and
- f. consider any matters considered relevant by the Landlord and the Tenant regarding the management, maintenance and operation of the Building.

**19.5. Failure by the Landlord to maintain and repair**

Without prejudice to any other right or cause of action available to the Tenant, if:

- a. the Landlord fails to effect a repair required to be effected by the Landlord under this Lease within 4 Business Days after receipt of a notice from the Tenant to effect that repair; and
- b. the Tenant requires the repair to be carried out promptly as it materially affects their use and enjoyment of the Premises,

the Tenant may effect that repair provided it uses contractors notified or approved by the Landlord and recover the reasonable cost of the repairs from the Landlord following the delivery of a Tax Invoice from the Tenant to the Landlord. The Landlord must pay within 10 Business Days of receipt of a Tax Invoice from the Tenant.

**19.6. Minimum Design Parameters**

- 19.6.1. If during the Term the Landlord undertakes works to the Building or Services the Landlord must have regard to the relevant Minimum Design Parameters.
- 19.6.2. If in undertaking works to the Building or the Services the Landlord believes that the relevant Minimum Design Parameters can be improved or their proposed purpose achieved in another way then the Landlord will consult with the Tenant.
- 19.6.3. Where there is any inconsistency between the Minimum Design Parameters and the other terms of this Lease (including the Green Lease Schedule) then the other terms of this Lease prevail to the extent of any inconsistency.

**20. Health and safety**

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**20.1. Landlord's warranties**

- 20.1.1. Without limiting the operation of clause 18, the Landlord warrants that:

- a. to the best of its knowledge, no materials containing Asbestos or other Hazardous Substance exist in the Premises other than as disclosed in the Asbestos Report;
- b. if any Asbestos or other Hazardous Substance is identified in the Asbestos Report then the Landlord will provide and comply with the Asbestos Management Plan;
- c. the Landlord has complied and will comply with all the requirements of the *Dangerous Substances (General) Regulation 2004 (ACT)* as applicable to Asbestos or any other Hazardous Substance in the Premises;
- d. the air-conditioning system has been treated and maintained in accordance with the relevant Australian Standards to prevent the occurrence of any Hazardous Disease and in accordance with the *Code of Practice on Indoor Air Quality* approved pursuant to section 70 of the *Occupational Health and Safety (Commonwealth Employment) Act 1991*; and
- e. the air conditioning plant and equipment (excluding those forming part of the Tenant's Fitout) complies with all laws of the Jurisdiction concerning the treatment and maintenance of water cooling towers.

**20.2. Treatment of Hazardous Substance and Hazardous Disease**

- 20.2.1. If any Hazardous Substance or Hazardous Disease other than as disclosed in the Asbestos Report is at any time discovered in the Land or the Building:
  - a. by the Landlord, the Landlord must promptly notify the Tenant in writing; or
  - b. by the Tenant, the Tenant must promptly notify the Landlord in writing.
- 20.2.2. If the presence of the Hazardous Substance or Hazardous Disease is not attributable to the act or omission of the Tenant or the Tenant's Employees:
  - a. the Landlord must at its own expense promptly and in a safe manner remove or eradicate the Hazardous Substance or Hazardous Disease or treat it, if in the opinion of an Expert, the Premises can be rendered safe in accordance with all Requirements by treatment; and
  - b. if the whole or a Material Part of the Premises are rendered unfit for the Tenant's occupation and use for a period exceeding 4 Business Days and the Tenant elects to vacate the Premises (or any part thereof) until such time as the Hazardous Substance or Hazardous Disease is removed, eradicated or treated and the Premises are rendered safe, then the Rent and all other amounts payable under this Lease will abate and the provisions of clause 29 will apply.
- 20.2.3. If the presence of the Hazardous Substance or Hazardous Disease is attributable partly or wholly to the Tenant or the Tenant's Employees, the Landlord must, unless the Tenant has itself done so, promptly and in a safe manner remove, eradicate or treat the Hazardous Substance or Hazardous

Disease in order to render the Premises safe. The Tenant must pay the reasonable costs incurred by the Landlord to the extent that the Tenant contributed to the presence of the Hazardous Substance or Hazardous Disease.

**20.3. Tenant's rights to terminate Lease**

- 20.3.1. The Tenant may by notice to the Landlord terminate this Lease if:
- a. the Tenant's use or occupation of the whole or Material Part of the Premises is rendered unsafe because of the presence of a Hazardous Substance or Hazardous Disease in the Land or the Building; and
  - b. the presence of the Hazardous Substance or Hazardous Disease is not attributable to the act or omission of the Tenant or the Tenant's Employees; and
  - c. in the written opinion of the Expert the Land or the Building is unlikely to be rendered safe within 6 Months from the date of that opinion; or
  - d. the Landlord fails to render safe the Land and the Building within 6 Months from the date on which the presence of the Hazardous Substance or Hazardous Disease is identified and notified to the Landlord.
- 20.3.2. If the Tenant terminates the Lease under clause 20.3.1 clause 30.5 will apply provided that if the material or substance was not a Hazardous Substance at or prior to the Commencement Date 30.5.1.b will not apply (Relocation Expenses).
- 20.3.3. Despite clause 31.1, neither Party is required to give to the other notice of a dispute before requesting the appointment of an Expert to provide a written opinion under clause 20.3.1.c.
- 20.3.4. The period of 6 Months referred to in clause 20.3.1 is extended up to a maximum of 60 days by each day a delay to the Premises being rendered safe is attributable to a Force Majeure Event provided that:
- a. the Landlord promptly notifies the Tenant of the reasons for any anticipated delay and the extent to which it will be unable to perform its obligations and the likely duration; and
  - b. the Landlord uses its best endeavours to overcome the delay.

**20.4. Landlord must provide information**

- 20.4.1. Subject to clause 20.4.2, the Landlord must provide such information as is reasonably required by the Tenant to comply with its obligations under the Occupational Health and Safety (Commonwealth Employment) Act 1991.
- 20.4.2. The Tenant will advise the Landlord of the information it requires for the purposes of clause 20.4.1.

**21. Air conditioning and other Services**

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**21.1. Landlord must provide and operate Services**

21.1.1. The Landlord must (except where this Lease specifically provides otherwise and except to the extent the Landlord is unable to provide and operate the Services due to a Force Majeure Event) provide and operate the Services at all times (except for the airconditioning which subject to clause 21.3 the Landlord must provide and operate during Normal Business Hours) and in accordance with the standards specified in Schedule 2 and the relevant Australian Standards provided that in the event of any inconsistency, the highest standard will apply. Any warming up or cooling down of air conditioning must be outside of Normal Business Hours.

21.1.2. If any of the Services becomes unusable or otherwise incapable of being operated in accordance with clause 21.1.1 the Landlord must, within a reasonable time, repair or replace those Services unless any of the Services become unusable or otherwise incapable of being operated as a consequence of a negligent act or omission or default of the Tenant or the Tenant's Employees in which case the Landlord will repair or replace the Services at the reasonable cost of the Tenant. Where the cost is payable by the Tenant, the Landlord will consult with the Tenant regarding the costs prior to carrying out the repair or replacement.

**21.2. Tenant may monitor air-conditioning performance**

21.2.1. The Landlord must install within the Premises equipment to monitor the performance and quality of the air-conditioning and ventilation systems.

**21.3. After Hours Air Conditioning**

21.3.1. The Landlord must (except to the extent the Landlord is unable to provide and operate the air conditioning and ventilation Services due to a Force Majeure Event) provide air conditioning and ventilation Services on demand to any one or more of the zones of the conditioned areas of the Building which are serviced by the base building airconditioning system outside Normal Business Hours in accordance with the standards specified in Schedule 2.

21.3.2. The Tenant must pay to the Landlord, within 20 Business Days after being billed, the cost as provided in Item 20 of Schedule 1 in respect of after-hours air conditioning.

21.3.3. The energy consumption will be measured by the relevant Service meters. The Landlord shall not be entitled to recover from the Tenant the energy costs associated with the cool down or warm up requirements to prepare the Building for operation during Normal Business Hours.

- 21.3.4. After the first year of the Term (but not more frequently than once every twelve Months, regardless of which Party makes the request), either party may give notice to the other requesting a review of the hourly rates for the provision of air conditioning and ventilation Services outside Normal Business Hours. If the parties fail to agree on the new rates (taking into account the matters described in clause 21.3.5) within 20 Business Days of a Party receiving a notice, either Party may request that the rates be determined by the Expert.
- 21.3.5. In determining the air conditioning and ventilation hourly rates the Parties or the Expert, as applicable, must take into account:
- a. energy costs (excluding any cool down or warm up requirements to prepare the Building for operation during Normal Business Hours); and
  - b. the depreciation of plant and equipment.

#### **21.4. Access to building management system**

- 21.4.1. The Landlord must give the Tenant electronic access to the building management system to enable the Tenant to monitor the operation and performance of the Services.

#### **21.5. Landlord release**

- 21.5.1. The Landlord is released from its obligations under this clause 21 for the period and to the extent that any negligence or default of the Tenant or the Tenant's Employees renders the Landlord unable to comply with those obligations.

### **22. Remedies for malfunction of the Services**

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#### **22.1. Tenant may give notice if the Services malfunction**

- 22.1.1. Without prejudice to any other right or cause of action available to the Tenant, if the occupation, use or enjoyment of the Premises in whole or in Material Part by the Tenant is diminished as a result of a malfunction of the Services from a cause not attributable to the negligent act or omission of the Tenant, the Tenant may give written notice to that effect to the Landlord (**Services Malfunction Notice**).
- 22.1.2. If the malfunction of the Services render the Premises wholly or partially unfit for the Tenant to occupy and use for the Permitted Use then clause 29 will apply according to its terms.
- 22.1.3. If the malfunction is caused by an event:
- a. which is not a Force Majeure Event and is not rectified within 4 Business Days after receipt of the Services Malfunction Notice; or
  - b. which is a Force Majeure Event and is not rectified within 7 Business Days after receipt of the Services Malfunction Notice,

**(Grace Period)** then subject to clauses 22.1.4 and 22.1.6 the Rent and all other amounts (or proportionate part depending on the proportion of the Premises affected directly or indirectly) payable by the Tenant will be suspended and cease to be payable in accordance with clause 29 as if the Premises had been rendered wholly or partially (as the case may be) unfit for the Tenant to occupy and use from the expiration of the Grace Period until the Services are restored. During and for the period of suspension the Tenant's liability to pay the Rent and all other amounts, as agreed or determined under clause 29, calculated on a daily basis, ceases.

- 22.1.4. Upon the issue of a Services Malfunction Notice the Landlord will use its best endeavours to ameliorate the effect of the malfunction of Services (including if practicable the provision of temporary replacement services). The Tenant will not be entitled to abatement of Rent and other amounts under this Lease or to terminate this Lease for as long as any adequate temporary replacement Services have been installed by the Landlord within the Grace Period and have in effect restored the functions provided by the malfunctioned Service in accordance with the standards in Schedule 2, unless the original malfunction in the Services has not been restored within a reasonable time taking into account the nature and extent of the malfunction.
- 22.1.5. If a malfunction remains uncorrected for a period of 2 Business Days after the Grace Period, and the Landlord is not taking all reasonable steps to arrange for the malfunction to be corrected, the Tenant may carry out the necessary repairs and recover the cost of the repairs from the Landlord, provided the Tenant effects the repairs as quickly as reasonably possible and uses contractors notified and approved by the Landlord. The Landlord must pay any such costs with 10 Business Days of receipt of a Tax Invoice from the Tenant.
- 22.1.6. If the act, omission or default of the Tenant or the Tenant's Employees have caused the malfunction of the Services, the Rent and other amounts will not abate under this clause nor may the Tenant terminate this Lease, unless the Landlord fails to restore the Services within a reasonable time.

## **23. Indemnity**

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### **23.1. Tenant to indemnify Landlord**

- 23.1.1. The Tenant must indemnify the Landlord against all liability, loss, costs and expenses arising from or incurred in connection with:
- a. the negligent use or misuse or any wilful act by the Tenant or the Tenant's Employees of the water, gas, electricity, lighting and other services and facilities of the Premises or Building;
  - b. overflow or leakage of water in and from the Premises, to the extent that they are caused or contributed to by a negligent or wilful act of the Tenant or the Tenant's Employees; or

- c. loss, damage, injury or death to property or to a person within or without the Premises or Building, to the extent caused or contributed to by a negligent or wilful act of the Tenant or the Tenant's Employees,

excluding any liability, loss, costs and expenses which result from acts of the Landlord which are malicious, fraudulent, wilful, illegal or reckless.

**23.2. Release**

- 23.2.1. The Tenant releases the Landlord from, and agrees that the Landlord is not liable for, liability or loss arising from and costs incurred in connection with damage, loss, injury or death except to the extent it is caused or contributed to by the Landlord's act, negligence or default.

**23.3. Notification**

- 23.3.1. The Landlord must notify the Tenant as soon as reasonably practical after it becomes aware of the occurrence of any event in relation to which the Landlord may seek to enforce any indemnity against the Tenant under the terms of this Lease.

**24. Landlord to insure**

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**24.1. Landlord's duties**

- 24.1.1. The Landlord must insure and during the Term keep insured in the name(s) set out in Item 16 of Schedule 1:
  - a. the Building and other improvements on the Land owned by the Landlord for their full reinstatement or replacement value against loss or damage from all reasonable and usual insurable risks; and
  - b. against public liability in respect of all Claims, demands and actions for injury, loss or damage to any person or property however sustained arising out of the use of the Premises or the Building for not less than the sum specified in Item 17 of Schedule 1 or such greater amount as the Landlord or the Tenant may from time to time reasonably require; and
  - c. against damage and breakage to all plate glass within the Building (excluding the Tenant's Fitout) to the full replacement value.
- 24.1.2. The Tenant must reimburse the Landlord the costs of all reasonable additional premiums payable by the Landlord in respect of the insurances which the Landlord must maintain under this Lease as a result of:
  - a. (if required by the Tenant) the Tenant being noted as an interested party under the insurance policies;

- b. to the extent that it can be determined and verified claims made against the policies of insurance in respect of loss or damage caused by the Tenant or the Tenant's Employees; and
- c. the fact that the Tenant is the tenant of the Premises.

24.1.3. Any insurance policy effected by the Landlord under clause 24.1, must be in the general form of policy issued by the insurer for that class of insurance.

**24.2. Landlord's warranties about insurance**

24.2.1. The Landlord warrants that the use of the Premises for the Permitted Use does not render void or voidable the Landlord's insurance.

**24.3. Landlord to prove currency of insurance**

24.3.1. The Landlord must, if required by the Tenant, produce to the Tenant reasonable proof of the currency of any of the insurances required by clause 24.1, but not more than once every 12 months.

**24.4. Consequences of damage or destruction**

24.4.1. If the Building is damaged or destroyed the Parties agree to consult with each other regarding the potential reinstatement of the Building having regard to the nature and extent of the damage or destruction.

**25. Tenant to insure**

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**25.1. Tenants' insurance**

25.1.1. The Tenant agrees to maintain:

- a. public liability insurance for at least the amount in Item 17 of Schedule 1 or such greater amount as the Landlord or the Tenant may reasonably require; and
- b. plate glass insurance in respect of the Tenant's Fitout; and
- c. other insurances which are required by law or which, in the Landlord's reasonable opinion, a prudent tenant would take out including those in connection with Tenant's works on the Premises.

**25.2. Form of insurance**

25.2.1. Each policy under clause 25.1.1 must:

- a. be in the name of the Tenant noting the interest of the Landlord; and
- b. be on terms normally issued by the insurer for that class of insurance; and
- c. be with a reputable insurer.



**25.3. Proof of insurance**

25.3.1. The Tenant must, if required by the Landlord, produce to the Landlord reasonable proof of the currency of any of the insurances required by clause 25.2.1, but not more than once every 12 months.

**25.4. Tenants obligations**

25.4.1. The Tenant may not do anything that could:

- a. cause the insurance cover to be reduced or cancelled (and the Tenant agrees to notify the Landlord if it is or could be); or
- b. permit an insurer to decline a claim (and the Tenant agrees to notify the Landlord if anything happens which would permit an insurer to do this); or
- c. increase an insurance premium payable in connection with the Premises, the Building or property in them; or
- d. affect any rights under an insurance.

**25.5. Notification**

25.5.1. The Tenant will notify the Landlord if:

- a. an insurance policy required under clause 25 is cancelled; or
- b. an event which gives rise or may give rise to an insurance claim; or
- c. an insurance claim is refused either in part or in full.

**25.6. Comcover**

25.6.1. The Parties acknowledge that this clause 25 will not apply for so long as the Tenant is the Commonwealth of Australia as it maintains an indemnity policy through Comcover or a replacement Commonwealth insurance scheme.

**26. Repainting and recarpeting**

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**26.1. Landlord must repaint and replace floor coverings.**

26.1.1. The Landlord must:

- a. repaint, those parts of the Building surfaces that are painted at the Commencement Date and reasonably accessible when specified in Item 10 of Schedule 1 and in colours approved by the Tenant) in a proper and workmanlike manner and with materials of no lesser standard as those used previously; and
- b. replace in a proper and workmanlike manner in accordance with relevant Australian Standards at the time:
  - i. all carpet tiles within the Premises; and

- ii. all vinyl flooring in service areas which is worn out,  
not less often than is specified in Item 11 of Schedule 1 with carpet tiles or vinyl flooring (as applicable) of no lesser standard, similar colour and type to those used previously.

**26.2. Tenant must uplift non fixtures**

- 26.2.1. The Tenant must move and uplift at the Landlord's reasonable cost, Fittings owned by the Tenant which are not fixtures to the extent necessary to enable the Landlord to carry out its obligations under clause 26.1.

**26.3. Tenant has no obligation to uplift fixtures**

- 26.3.1. Nothing in this Lease requires the Tenant to take down or dismantle the Tenant's Fittings which are fixtures and the Landlord must lay any replacement carpet and floor coverings up to the face of those fixtures and the Landlord is not obliged to paint behind Tenant's Fittings which are not taken down or dismantled.

**26.4. When Landlord must perform work**

- 26.4.1. The Landlord must carry out all work it is obliged to do under this clause 26 outside Normal Business Hours (unless otherwise agreed or directed by the Tenant) with as little disruption as possible to the Tenant's use and occupation of the Premises.

**27. Cleaning**

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**27.1. What does the Landlord clean**

- 27.1.1. Subject to clause 27.1.2, the Landlord must:
  - a. clean and maintain in a clean and tidy condition the exterior surfaces of the Building (including windows);
  - b. maintain the Land and the Building Management Areas in a clean and tidy condition; and
  - c. maintain and repair Carparks, Basement Carpark and all landscaped areas (including replacing plants where required).
- 27.1.2. The Landlord must clean:
  - a. the exterior surfaces of the Building (excluding windows) at least once a year; and
  - b. the windows of the Building at least once every 6 Months,

subject to any water restrictions imposed by any relevant authority that would impede the Landlord from complying with this clause in which case the Landlord will use all reasonable endeavours to use alternative methods of cleaning.

- 27.1.3. The Landlord will report to the Tenant on each 12 Month anniversary of the Commencement Date the times during which the cleaning of the exterior surfaces of the Building and the windows of the Building was undertaken in the preceding 12 Month period.

**27.2. What happens if Landlord fails to clean**

- 27.2.1. If the Landlord fails to perform its obligations in clause 27.1, the Tenant may notify the Landlord giving particulars of the failure.

- 27.2.2. If at the expiration of 10 Business Days from the date on which the Tenant gives written notice to the Landlord the Landlord has not carried out its obligations in clause 27.1 or the standard of cleaning is still unsatisfactory to the Tenant acting reasonably, the Tenant may:

- a. carry out supplementary cleaning; and
- b. recover the reasonable cost from the Landlord following production of receipts and the delivery of a Tax Invoice from the Tenant to the Landlord. The Landlord must pay the costs within 10 Business Days of receipt of the Tax Invoice.

**27.3. What does the Tenant clean**

- 27.3.1. The Tenant must clean and maintain the interior of the Building, including basement office, excluding those parts of the Premises which the Landlord is required to clean, in a clean and tidy condition; and

- 27.3.2. The Tenant may engage a cleaning contractor to clean the interior of the Building on the Tenant's behalf.

**28. Consent of mortgagee**

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- 28.1.1. Subject to clause 28.1.2, if:

- a. the Land is subject to a mortgage, charge or other encumbrance; and
- b. this Lease would otherwise not be binding upon the mortgagee, chargee or encumbrance,

the Landlord must at its cost obtain from the mortgagee, chargee or encumbrance its consent in writing to this Lease.

- 28.1.2. The Tenant must execute, at the Landlord's cost, any documents that the Landlord's mortgagee may reasonably require before giving its consent to this

Lease provided the Tenant has been given prior notice of, and approves of the mortgagee's requirements.

- 28.1.3. The Landlord must not without the prior written consent of the Tenant grant a mortgage, charge or encumbrance over the Land, if the effect of the grant would in any way reduce or detract from the Tenant's rights or remedies or the Landlord's obligations under this Lease.

**29. Premises unfit for occupation and use**

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**29.1. Suspension of Rent, Costs and Tenant's rights to terminate Lease**

29.1.1. If the Premises are wholly or partially unfit for the Tenant to occupy and use for the Permitted Use or are otherwise inaccessible (**Enabling Cause**), then:

- a. the Rent and all other moneys becoming payable by the Tenant under this Lease (or a fair and just proportion according to the nature and extent of the effect upon the Premises or their use and enjoyment) from the date the Tenant notifies the Landlord of the Enabling Cause (and subject to any Grace Period under clause 22, if applicable) will be suspended and cease to be payable until:
  - i. the Premises are again fit for occupation and use for the Permitted Use and are otherwise accessible; and
  - ii. a further period has elapsed which is reasonable in all the circumstances to allow the Tenant to carry out any necessary refitting out of the Premises;
- b. the Tenant's covenant to repair and maintain in good and tenantable repair any part of the Premises for which Rent has been suspended will cease and be suspended for so long as the Premises are unfit to occupy and use for the Permitted Use or is inaccessible;
- c. if as a result of the unfitness or inaccessibility the Tenant elects to move all or part of its operations or any of the Tenant's Employees to a place other than the Premises, and it is reasonable in the circumstances to do so, the Landlord must pay the Relocation Expenses to the Tenant relative to the move or partial move arising out of the unfitness or inaccessibility;
- d. where the Premises are wholly unfit for occupation and use for the Permitted Use or inaccessible and:
  - i. the Expert certifies that the Premises are likely to remain wholly unfit for occupation and use for the Permitted Use or inaccessible for not less than 6 Months from the date of the certificate; or
  - ii. the Premises or Building are condemned dangerous by any authority having jurisdiction for that purpose and the Expert certifies that the Premises or Building are likely to remain wholly unfit for occupation

and use for the Permitted Use or inaccessible for not less than 6 Months from the date of that certificate; or

- iii. the Premises remain wholly unfit for occupation and use for the Permitted Use, or are inaccessible for a period of 6 Months from the date on which the Premises became wholly unfit for occupation and use for the Permitted Use or became inaccessible,

the Tenant may by notice to the Landlord terminate the Lease within 3 Months after the expiry of the period referred to in 29.1.1.d.iii (**Tenant's Termination Period**).

29.1.2. Where the Premises are partially unfit for occupation and use for the Permitted Use or partially inaccessible and the Landlord fails to render the Premises fit for that occupation and use and accessible within a reasonable time having regard to the extent and severity of the unfitness or the inaccessibility and the Tenant's operations conducted from the Premises are materially prejudiced and if the Landlord fails to render them fit for occupation and use within a reasonable time of notice from the Tenant (**Tenant's Notice**), the Tenant may within 3 months after expiry of the reasonable period specified in the Tenant's Notice (**Tenant's Termination Period**) by notice in writing to the Landlord terminate this Lease.

29.1.3. If:

- a. the Premises is rendered wholly or partially unfit for occupation and use for the Permitted Use by any cause which is not attributable to the act or omission of the Landlord or the Landlord's Employees; and
- b. the Tenant has not first terminated this Lease under clause 29.1.1.d or 29.1.2,

then after the end of the Tenant's Termination Period under either clause 29.1.1.d or 29.1.2 (as applicable) either Party may terminate this Lease by 1 month's notice to the other Party but without prejudice to any right or cause of action which may have accrued to either Party prior to that termination.

29.1.4. Despite clause 31 neither Party is required to give to the other notice of a dispute before requesting the appointment of an Expert to provide a certificate under clause 29.1.1.d.

29.1.5. Any termination under this clause 29 will be without prejudice to any rights or claim for damages which may have accrued to either Party prior to that termination.

## **29.2. Tenant's act or omission**

29.2.1. If the act, negligence or default of the Tenant or the Tenant's Employees causes the unfitness or inaccessibility the Tenant is not entitled to any

abatement of the Rent or other money payable under this Lease or to terminate this Lease under this clause 29 and the Landlord's rights against the Tenant remain unaffected.

- 29.2.2. If:
- a. the act, negligence or default of the Landlord or the Landlord's Employees causes or contributes to the damage or destruction; or
  - b. an insurer under any policy affected by the Landlord refuses indemnity payable under that policy because of any act, negligence or default of the Landlord or the Landlord's Employees,
- the Landlord is not entitled to terminate this Lease under clause 29.

### **29.3. Force Majeure Event**

- 29.3.1. The period of 6 Months referred to in this clause 29 will be extended up to a maximum of 30 days by each day a delay to the rectification of the Premises is caused or likely to be caused by a Force Majeure Event, provided that:
- a. the Landlord promptly notifies the Tenant of the reasons for any anticipated delay and the extent to which it will be unable to perform its obligations and the likely duration; and
  - b. the Landlord uses its best endeavours to overcome the delay.

## **30. Default and termination**

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### **30.1. What is default by the Tenant**

- 30.1.1. The Tenant defaults under this Lease if:
- a. the Rent is unpaid after it is due and the Tenant fails to pay that Rent within 20 Business Days after a written demand is given to the Tenant; or
  - b. the Tenant:
    - i. is properly required by the Landlord by notice to carry out repairs or maintenance and the Tenant fails to commence them within 20 Business Days after receipt of that notice or the grant or any approval which ever the later to proceed diligently to complete such repairs; or
    - ii. fails to properly perform a material obligation under this Lease (other than any referred to in 30.1.1.a or 30.1.1.b.i) and that failure is not capable of remedy, or is capable of remedy but continues for not less than 20 Business Days after the Landlord gives notice to the Tenant to remedy that failure.

**30.2. What the Landlord may do if Tenant defaults**

30.2.1. If:

- a. the Tenant defaults and does not remedy the default within a further 40 Business Days (or such longer period as may be reasonably required to remedy the default provided the Tenant is diligently pursuing such remedy) after receipt of a notice from the Landlord; or
- b. the default is in payment of Rent which has not been remedied within the 20 Business Day period after receipt of the notice referred to in clause 30.1.1.a; or
- c. the default is not capable of remedy and the Tenant does not pay reasonable compensation to the Landlord within 40 Business Days of receipt of a notice specifying the default and requiring the payment of a reasonable amount of compensation,

the Landlord may do any one or more of the following without affecting any pre-existing rights of a Party:

- d. re-enter and take possession of the Premises;
- e. by notice to the Tenant, terminate this Lease; and
- f. exercise any of its other legal rights.

30.2.2. If, after the Commencement Date but prior to the end of the Term the Lease is terminated under this clause 30 due to the Tenant's default, then the Tenant must promptly and in any event not later than 20 Business Days after the date of termination repay to the Landlord that proportion of the Landlord's Contribution which is equal to the proportion that the number of days remaining in the Term from and including the date of termination bears to the number of days in the Term. For the avoidance of doubt, the reference to Term in this subclause 30.2.2 does not include reference to any extension or renewal.

**30.3. What is default by the Landlord**

30.3.1. The Landlord defaults under this Lease if the Landlord:

- a. fails to perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 20 Business Days after receipt of a notice from the Tenant of the failure;
- b. is a corporation and an administrator or controller is appointed or a resolution is passed or an order is made for the winding up of the Landlord.

**30.4. What the Tenant may do if Landlord defaults**

30.4.1. Subject to clause 30.4.2, if:

- a. the Landlord defaults and does not remedy the default within a further 40 Business Days (or such longer period as may be reasonably required to remedy the default provided the Landlord is diligently pursuing such remedy) after receipt of a notice from the Tenant; or
- b. the default is not capable of remedy and the Landlord does not pay reasonable compensation to the Tenant within 40 Business Days of receipt of a notice specifying the default and requiring the payment of a reasonable amount of compensation,

the Tenant may do either one or both of the following without affecting any pre-existing rights of a Party:

- c. by notice to the Landlord, terminate this Lease; and
- d. exercise any of its other legal rights.

30.4.2. Clause 30.4.1 does not apply where the Landlord is in default under clause 18.2 ("Landlord's Responsibilities") or clause 20 ("Health and Safety").

**30.5. Other rights of termination**

30.5.1. In the event that the Tenant terminates this Lease, pursuant to clause 20, 29 or 30:

- a. despite any clause to the contrary, clauses 14.7 and 14.8 will not apply and the Tenant is not required to remove its Tenant's Fitout or Tenant's Alterations, redecorate, restore, reinstate or make good the Premises;
- b. the Landlord must pay the Relocation Expenses of the Tenant; and
- c. it is without prejudice to any other right, remedy or cause of action available to the Tenant.

30.5.2. In the event that the Landlord terminates this Lease, pursuant to clause 29.1.3 despite any clause to the contrary, clauses 14.7 and 14.8 will not apply and the Tenant is not required to remove its Tenant's Fitout or Tenant's Alterations, redecorate, restore, reinstate or make good the Premises.

**30.6. Consequences of termination**

30.6.1. Termination by either Party under this clause does not affect either Party's rights in respect of a breach which occurs before termination.



**31. Resolution of disputes**

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**31.1. Process to resolve disputes**

- 31.1.1. Subject to any provision of this Lease to the contrary any difference or dispute between the Parties which is not resolved within 10 Business Days after notice by one Party to the other of the nature of the dispute may be referred by either Party for determination by an Expert who is an appropriate practising professional, has at least 10 years experience in the appropriate profession and is independent of both Parties appointed at the request of either Party, by:
- a. the President of the professional body most appropriate to determine the dispute or, if the Parties are unable to agree on the appropriate body, the President for the time being of the Property Council of Australia Limited in the State or Territory in which the Premises is located; or
  - b. if there is no such body in existence at the time of the request, the President for the time being of an equivalent body.
- 31.1.2. Each Party may make a submission either orally or in writing to the Expert within 10 Business Days after that appointment.
- 31.1.3. In making a determination the Expert must:
- a. act as an expert and not as an arbitrator;
  - b. consider any submission made to it by a Party; and
  - c. provide the Parties with a written statement of reasons for the determination.
- 31.1.4. The determination of the Expert is conclusive and binding on the parties except:
- a. in the case of manifest error; or
  - b. where the determination requires either Party to expend more than \$1 million (not taking into account any amount relating to the abatement of Rent and other moneys).
- 31.1.5. The costs of the Expert will be paid as directed by the Expert.
- 31.1.6. If the Expert fails to deliver a determination within 10 Business Days after the last day on which the Parties are entitled to make submissions, either Party may require the appointment of a further Expert under clause 31.1.1 to determine the dispute.

**32. Options to renew**

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**32.1. Tenant's option to renew**

32.1.1. If:

- a. a First Further Term is set out in Item 12 of Schedule 1;
- b. the Tenant wishes to lease the Premises for the First Further Term commencing upon the expiration of the Term granted by this Lease;
- c. the Tenant gives notice to the Landlord of that wish not less than 18 Months prior to the expiry of the Term; and
- d. any breach or default under this Lease by the Tenant prior to that notice which has been notified to the Tenant by the Landlord has been either waived or rectified or in the case of a negative covenant, has been discontinued,

then the Landlord must grant to the Tenant a new lease of the Premises for the First Further Term:

- e. at an initial Rent which is agreed between the Parties or, failing agreement determined in accordance with clause 5 as if the commencement date of the First Further Term were a Market Review Date; and
- f. otherwise, on the same terms as are contained in this Lease except that:
  - i. this clause 32.1 will be omitted except if Item 12 of Schedule 1 refers to a Second Further Term;
  - ii. reference to the Second Further Term in Item 11 of Schedule 1 becomes reference to the First Further Term;
  - iii. the Second Further Term in Item 12 of Schedule 1 becomes the First Further Term;
  - iv. the reference to Second Further Term in Item 12 of Schedule 1 is omitted;
  - v. the review dates in the First Further Term will be those set out in Item 13 of Schedule 1;
  - vi. the items in Schedule 1 will be amended as appropriate;
  - vii. clause 14.8 will be deleted;
  - viii. clause 30.2.2 and the definition of Landlord's Contribution in clause 1.1.1 will be deleted;
  - ix. clause 43 will be deleted; and
  - x. clause 4.1.1(a) and (b) in the Green Lease Schedule will be amended by replacing the words "first anniversary of the date on which the

Tenant receives a Certificate of Occupancy in relation to its fitout of the whole of the Premises" with the words "the Commencement Date".

**33. Holding over**

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- 33.1.1. If the Tenant continues to occupy the Premises after the expiration of the Term without the Landlord demanding possession then the Tenant is:
- a. deemed to hold the Premises under a Monthly tenancy determinable at any time upon 3 Months notice (which notice may expire at any time) given by either Party to the other;
  - b. at the Rent payable at the expiration of the Term;
  - c. upon and subject to the same terms as are contained in this Lease so far as they can be applied to a 3 Monthly tenancy except that the Rent will increase by 5% per annum on the day following the expiration of the Term and then on each anniversary of that date.

**34. Costs of Lease**

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**34.1. Parties bear own costs**

- 34.1.1. Each Party must bear its own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

**34.2. Tenant must pay**

- 34.2.1. The Tenant must pay to the Landlord, all reasonable costs, fees, charges, disbursements and expenses properly and reasonably incurred by the Landlord directly related to:
- a. every application made by the Tenant for a consent required or made necessary by the provisions of this Lease whether that application is granted, refused or (where appropriate) proffered subject to any qualification or condition and notwithstanding that the application may be withdrawn;
  - b. the preparation of any instruments or documents necessary in relation to any assignment or subletting of this Lease; and
  - c. the recovery or attempted recovery of arrears of Rents or other amounts due from the Tenant.

**34.3. Landlord pays registration fees**

- 34.3.1. The Landlord must pay all registration fees relating to this Lease.

**34.4. Landlord prepares plans and registered lease**

34.4.1. Included in Schedule 3 are survey plans of each floor of the Building, prepared by the Landlord, identifying the net lettable area of the Premises as specified in Item 8 of Schedule 1.

34.4.2. The Landlord must promptly register this Lease.

**34.5. Stamp duty**

34.5.1. The Tenant will not pay any stamp duty in relation to the Lease.

34.5.2. If, under the laws of the Jurisdiction, the Landlord is liable to pay stamp duty in relation to Lease, the Landlord must pay the stamp duty as it becomes due and payable.

**35. Notices**

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**35.1. Form**

35.1.1. Unless expressly stated otherwise in this Lease, all Notices must be:

- a. in writing;
- b. signed by:
  - i. an officer of the sender;
  - ii. the sender's representative designated in Item 14 or Item 15 of Schedule 1;
  - iii. the sender's solicitor; or
  - iv. the sender's duly appointed agent, and
- c. marked for attention as set out or referred to in Item 14 or Item 15 of Schedule 1; or, if the recipient has notified otherwise, then marked for attention in the way last notified.

**35.2. Confirmation**

35.2.1. Without affecting the rights of a Party and the formalities required for Notices issued under this Lease, where possible each Notice will also be delivered or confirmed by email to the email address of each Party (provided by each previously).

**35.3. Delivery**

35.3.1. Notices must be:

- a. left at the address set out or referred to at Item 14 or Item 15 of Schedule 1;  
or

- b. sent by prepaid post (airmail, if appropriate) to the address set out or referred to at Item 14 or Item 15 of Schedule 1; or
- c. sent by fax to the fax number set out or referred to at Item 14 or Item 15 of Schedule 1;

however, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

**35.4. When effective**

- 35.4.1. Notices take effect from the time they are received unless a later time is specified in them.

**35.5. Receipt - post**

- 35.5.1. If sent by post, Notices are taken to be received 2 Business Days after posting.

**35.6. Receipt - fax**

- 35.6.1. If sent by fax, Notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent if that time is before 5pm on a Business Day, and otherwise on the next Business Day in the place of receipt.

**36. Consents**

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**36.1. Approvals and consents**

- 36.1.1. Unless otherwise stated, if a Party's consent or approval is required:
  - a. the consent or approval must not be unreasonably withheld;
  - b. the requested Party may require the requesting Party to comply with reasonable conditions either before giving or as part of its consent; and
  - c. the consent or approval is not effective unless in writing.

**36.2. Time for giving Consents**

- 36.2.1. Where, under this Lease, a Party requests the other Party to give any Consent, the Party whose Consent is requested must:
  - a. promptly consider that request; and
  - b. grant or refuse the Consent within the time frame ("Prescribed Time"):
    - i. agreed by the Parties at that time; or

- ii. if no time frame is agreed, within a reasonable time, having regard to all the circumstances but, in any event, not shorter than 5 Business Days.

## **37. Confidentiality**

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### **37.1. Disclosure of information**

- 37.1.1. The Landlord acknowledges that the activities of the Tenant in the Premises are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Tenant or any person dealing with the Tenant or otherwise.
- 37.1.2. The Tenant may at any time require the Landlord to:
  - a. give an undertaking in writing in a form required by the Tenant relating to the non-disclosure of information referred to in clause 37.1.1; and
  - b. arrange for any Specified Personnel to give an undertaking in writing in a form required by the Tenant relating to the non-disclosure of information referred to in clause 37.1.1.
- 37.1.3. If the Landlord receives a request under clause 37.1.2 it agrees to arrange promptly for all such undertakings to be given.
- 37.1.4. The obligation on the Landlord under this clause 37.1 will not be taken to have been breached where the information referred to is legally required to be disclosed, and the Landlord has first provided the Tenant notice in writing (including any relevant details) of such an intended disclosure.
- 37.1.5. For the avoidance of doubt, clause 37.1.1 does not prevent the disclosure of amounts payable under this Lease.
- 37.1.6. The Tenant agrees not to disclose the Landlord's Commercial - in - Confidence Information except:
  - a. to any person in connection with an exercise of rights or a dealing with rights or obligations under this Lease; or
  - b. to officers, employees, legal and other advisers and auditors of any party to this Lease; or
  - c. to any party to this Lease provided the recipient agrees to act consistently with this clause; or
  - d. with the consent of the Landlord; or
  - e. as required by any law or stock exchange; or

- f. if the Landlord itself discloses the information; or
- g. if the information is in the public domain, other than due to a breach of this clause by the Tenant; or
- h. as required by any competent judicial or parliamentary body or governmental agency.

**37.1.7. Survival**

37.1.8. The operation of this clause 37 survives the termination or expiration of this Lease.

**38. Time for compliance**

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**38.1. 10 Business Day notice period**

38.1.1. Any Notice given by the Landlord in accordance with this Lease requiring the Tenant to pay any moneys (other than Rent) or perform any act must allow a minimum period of 10 Business Days (unless another period is expressly provided) for compliance.

38.1.2. Rent is payable on the day it becomes due without the need for demand. However, if demand is given for Rent which is due it may specify any period in which payment must be made

**38.2. Particulars required**

38.2.1. Unless the contrary intention appears, the Tenant is under no obligation to pay any amount, (except for Rent, the Amount of Consideration multiplied by the prevailing GST rate, the Tenant's Contribution including the Landlord's estimate of that amount,) which the Tenant becomes liable to pay under this Lease until 10 Business Days after the Landlord has furnished the Tenant with reasonable particulars of the amounts claimed by the Landlord and reasonable proof of payment of those amounts.

**39. Sale and power of attorney**

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39.1.1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.

**40. Payment of Interest**

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40.1.1. Subject to clause 40.1.2, if any instalment of Rent or other money payable by the Tenant to the Landlord is due but unpaid and the Landlord has given to the Manager Commercial Support (or Chief Financial Officer) of the Tenant notice of non payment and such default has not been rectified within 10 Business Days of service of such notice the Tenant will pay the Landlord interest at the

General Interest Charge Rate from the date that the amount was due until the date of actual payment to the Landlord.

- 40.1.2. If the amount is in dispute no interest is payable except to the extent that the dispute is determined in favour of the Landlord. Where the dispute is determined in favour of the Landlord interest is payable on the amount that is determined to be due from the date that the amount was due until the date of actual payment to the Landlord.

## **41. Signage Rights**

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### **41.1. Tenant's signage and naming rights**

41.1.1. The Tenant acknowledges:

- a. that the Crown Lease obliges the Landlord to call the Building the Edmund Barton Building and details other obligations regarding signage; and
- b. the Tenant will comply with the Landlord's obligation referred to in clause 41.1.1.a.

41.1.2. Subject to clause 41.1.1 and 41.2 and the terms of the Crown Lease, the Tenant will otherwise have exclusive naming and signage rights in relation to the Premises.

41.1.3. The Tenant may affix directory boards, signs, Coat of Arms, insignia, flagpoles, advertisements or notices (**Signs**) within or on the Building or Land subject to:

- a. obtaining the Landlord's prior consent to the Signs (except advertisements or notices not visible from outside the Building);
- b. obtaining all necessary approvals from all relevant government or public authorities; and
- c. complying with clause 9.1.

41.1.4. At the expiry or termination of this Lease or any holding over, the Tenant must remove all Signs affixed pursuant to clause 41.1.3 and repair and make good all damage caused by the installation and removal.

### **41.2. Signs to be provided by Landlord**

41.2.1. The Landlord must at its expense provide and maintain all signs in the Premises required by a Requirement or Building Code.

## **42. Satellite dish and antenna cabling**

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42.1.1. Subject to clause 42.1.3 the Tenant may install a satellite receiver antenna dish (**Dish**) on the exterior of the Building in a place reasonably required by the Tenant and approved by the Landlord and electrical cabling and ducting



**(Cabling)** necessary to operate an interactive video network system or any other communication system within the Premises.

- 42.1.2. The Tenant will comply with clause 41.1.3 as if the Dish and the Cabling were a Sign.
- 42.1.3. Prior to the installation of the Dish and Cabling the Tenant must provide for the Landlord's approval copies of plans and specifications relating to the installation of the Dish and Cabling.
- 42.1.4. The Tenant retains the property in the Dish and the Cabling and must remove the Dish and Cabling at any time on or before the expiry or termination of this Lease or any holding over.
- 42.1.5. The Tenant must repair or make good all damage to the Building caused by the installation or removal of the dish and cabling.

**43. Rent Commencement Date**

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**43.1. Rent Commencement Date**

- 43.1.1. Notwithstanding any other provision of this Lease the Tenant is not required to pay Rent until the Rent Commencement Date.

**44. General**

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**44.1. Statutory Provisions**

- 44.1.1. To the extent possible under law, the covenants, powers and provisions implied in leases by the legislation of the Jurisdiction do not apply to this Lease.

**45. Capacity and Liability**

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**45.1. Interpretation**

- 45.1.1. All provisions of this Lease will have effect and be applied subject to this clause. For the purpose of this clause:
  - a. "Assets" includes all assets, property and rights of personal or any nature whatsoever.
  - b. "Constitution" means the constitution of the Trust dated 11 June 1999 (as amended).
  - c. "Custodian" means Trust Company Limited ACN 004 027 749 ABN 59 004 027 749 or such other party as is the custodian for the time being appointed by the Responsible Entity in relation to the Trust.
  - d. "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian as Landlord

under or in respect of this Lease or any deed, agreement or other instrument collateral to this Lease or given or entered into pursuant to this Lease whether express or implied by statute or other legal requirements or arising otherwise howsoever.

- e. "Responsible Entity" means Stockland Trust Management Limited ACN 001 900 741 ABN 86 001 900 741 or such other party as is the responsible entity for the time being of the Trust as the term "responsible entity" is defined in the Corporations Act 2001.
- f. "Trust" means Advance Property Fund.

**45.2. Custodian's and Responsible Entity's Capacity**

- 45.2.1. The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.
- 45.2.2. The Responsible Entity must (and will be entitled to) perform the Obligations with the exception of those Obligations referred to in clause 45.2.1 and must ensure that the Custodian performs the Obligations in clause 45.2.1.

**45.3. Custodian's Limitation of Liability**

- 45.3.1. The Custodian enters into this Lease as agent of the Responsible Entity and as custodian of the Assets of the Trust. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's agent and is not liable under any circumstances to any party under this Lease. This limitation of the Custodian's liability applies despite any other provisions of this Lease and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.
- 45.3.2. The Custodian is not obliged to do or may refrain from doing anything under this Lease (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clause 45.2.1.
- 45.3.3. No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.

**45.4. Responsible Entity's Limitation of Liability**

- 45.4.1. Any liability of the Responsible Entity arising in connection with this Lease is limited to the extent that the Responsible Entity is able to be indemnified for that liability out of the Assets of the Trust under the Constitution. The Tenant acknowledges and agrees that it may enforce its rights against the Responsible Entity with respect to the non-observance of the Responsible Entity's

obligations under this Lease only to the extent necessary to enforce the Tenant's rights, powers and remedies against the Responsible Entity in respect of the Assets of the Trust by subrogation or otherwise.

- 45.4.2. However, despite anything in this clause, the Responsible Entity is liable to the extent that a liability under this Lease arises out of the Responsible Entity's own fraud, gross negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

## **46. Representations and Warranties**

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### **46.1. Warranties about the Landlord's power and authority**

46.1.1. The Landlord and the Responsible Entity represents and warrants that:

- a. **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted; and
- b. **(power)** it has power to enter into this Lease and comply with its obligations; and
- c. **(no contravention or exceeding power)** this Lease and the transactions under it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded; and
- d. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Lease, to comply with its obligations and exercise its rights under it and to allow it to be enforced; and
- e. **(validity of obligations)** its obligations under this Lease are valid and binding and are enforceable against it in accordance with its terms; and
- f. **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process.

### **46.2. Warranties about the Tenant's power and authority**

46.2.1. The Tenant represents and warrants that:

- a. **(power)** it has power to enter into this Lease and comply with its obligations under it; and
- b. **(no contravention or exceeding power)** this Lease and the transactions under it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers to be exceeded; and

- c. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Lease, to comply with its obligations and exercise its rights under it and to allow it to be enforced; and
- d. **(validity of obligations)** its obligations under this Lease are valid and binding and are enforceable against it in accordance with its terms.

**47. Car parking**

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**47.1. Car parking**

- 47.1.1. The Premises includes the Car Park.
- 47.1.2. The Tenant agrees to use the Car Park in an appropriate and responsible manner.
- 47.1.3. The Tenant agrees to pay to the Landlord that part of any tax, levy or other charge levied or imposed by a competent authority or by law (not being stamp duty or a land tax) payable by the Landlord in connection with the Car Park which:
  - a. relates to the car spaces on the Premises; and
  - b. is not otherwise recoverable from the Tenant under this Lease or any other document.
- 47.1.4. At any time during a financial year the Landlord may notify the Tenant of the Landlord's estimate of the amount payable by the Tenant under clause 47.1.3.
- 47.1.5. The Tenant agrees to pay the amount of the Landlord's estimate to the Landlord within 20 Business Days after it receives the notice.
- 47.1.6. On the earlier of the day that is 20 Business Days after the end of the financial year to which the Landlord's estimate relates and the day this Lease terminates, the Tenant agrees to pay to the Landlord, or the Landlord agrees to credit the Tenant with, or pay to the Tenant, any difference between the amount the Tenant has paid under clause 47.1.5 and the amount the Tenant should have paid under clause 47.1.3.

**48. Essential Terms**

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**48.1. Essential Terms**

- 48.1.1. Each Tenant Essential Term is an essential term of this Lease.
- 48.1.2. The Tenant Essential Terms remain essential and the Tenant is not excused from compliance with them notwithstanding that the Landlord may in its discretion waive or defer compliance with any Tenant Essential Term.

- 48.1.3. If there is any breach by the Tenant of a Tenant Essential Term and the Landlord by the exercise of its powers under this Lease determines this Lease before its expiry date pursuant to clause 30 for the breach of the relevant Tenant Essential Term then the Tenant will compensate the Landlord for any loss of Rent including for the balance of the Term which the Landlord suffers and the Landlord is entitled to claim damages against the Tenant to recover that compensation.
- 48.1.4. The right to compensation given by clause 48.1.3 is in addition to and not in substitution for any other rights the Landlord may have under this Lease consequent upon any breach.
- 48.1.5. The Parties acknowledge their obligation to take all reasonable steps to mitigate any loss each may suffer consequent upon any breach by the other of its obligations under this Lease and any steps taken in an endeavour to so mitigate damages do not of themselves constitute acceptance by the other of default.

**49. Waiver**

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**49.1. Waiver**

- 49.1.1. No waiver by the Landlord of a breach of any covenant obligation or provision in this Lease contained or implied operates as a waiver of another breach or of any other covenant obligation or provision of this Lease.

***[Note: the following clause will be inserted if there will be a separate office lease and retail lease***

**50. Use of Premises by Retail Lease Occupants**

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- 50.1.1. The Tenant acknowledges that the tenant and occupants under the Retail Lease (**Retail Lease Occupants**) may use the Premises and access the Retail Lease Premises through the Premises as determined by the Tenant.

**SCHEDULE 1 PARTICULARS**

**1. Land**

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Block 1 Section 4 Barton, Volume 1550 Folio 83

**2. Premises**

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The whole of the Land and Building

*[OR insert if there will be separate office lease and retail lease Area [ ] on subleasing plan number [ ] as identified in the plans of the Premises in Schedule 3.]*

**3. Term and Commencement Date**

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Term: 15 Years

Commencement Date:

Rent Commencement Date: *[Note this will be calculated in accordance with clauses 2.13 and 2.14 of the Agreement for Lease]*

**4. Permitted Use**

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Offices and ancillary purposes (each as defined in the Crown Lease) including all associated police functions under section 8 of the *Australian Federal Police Act 1979 (Cth)* subject to the Crown Lease.

**5. Landlord's bank account details**

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*[To be inserted in accordance with the Agreement for Lease]*

**6. Rent Review**

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Fixed Review Dates: Fixed increase of 3.5% of the Rent for the immediate previous Rent Period on each anniversary of the Commencement Date except for each Market Review Date.

Market Review Dates: on the 5th and 10th anniversary of the Commencement Date and at the commencement of any Further Term.

**7. Rent**

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Rent (per annum)

- *[Office - \$370 per square metre of the NLA per annum (plus GST)]*

- Core Storage - \$170 per square metre of the NLA per annum (plus GST)
- Conference Centre - \$370 per square metre of the NLA per annum (plus GST)
- 
- Basement (Office) - \$310 per square metre of the NLA per annum (plus GST)
- Basement (Storage) - \$160 per square metre of the NLA per annum (plus GST)

Note: rent for the following areas to be included under the office lease even where there is a separate retail lease.

- Forecourt Café Facility - \$410 per square metre of the NLA per annum (plus GST)
- Basement (Child Care) - \$410 per square metre of the NLA per annum (plus GST)]

#### Car Parks

174 basement car spaces at \$1750 per space per annum (plus GST)

137 undercroft car spaces at \$1500 per space per annum (plus GST)

#### Total Rent at the Rent Commencement Date

*[\$[to be completed as identified above and in accordance with the Agreement for Lease] (plus GST)*

### **8. Net lettable area**

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Net lettable area of the Building: Not applicable

Net lettable area of the Premises:

Office – 35,199m<sup>2</sup>

Core Storage – 1,793m<sup>2</sup>

Conference Centre – 410m<sup>2</sup>

Basement (Office) – 4,125m<sup>2</sup>

Basement (Storage) – 1,081m<sup>2</sup>

*[Note: the following heading will be inserted if there is a separate office lease and retail lease in accordance with the Agreement for Lease.*

Net lettable area of the Retail Lease Premises:]

Forecourt Café Facility - 162m2  
Basement (Childcare) - 1,299m2

[To be confirmed by survey in accordance with the Agreement for Lease.]

As identified in the NLA plans of the Premises in Schedule 3.

**9. Not Used**

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**10. Minimum frequency for painting**

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Every 6 years from the Commencement Date, and if the option for the First Further Term is exercised 3 years from the commencement date of that lease and if the option for the second Further Term is exercised 4 years from the commencement date of that lease.

**11. Minimum frequency for replacing floor coverings**

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Every 10 years from the Commencement Date and if the option for the Second Further Term is exercised, by the date of commencement of that lease.

**12. Further Term**

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First Further Term: Five (5) years from the date of expiry of this Lease

Second Further Term: Five (5) years from the date of expiry of the First Further Term.

**13. Review Dates in Further Term**

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**First Further Term**

Fixed Review Dates

Each anniversary of the Commencement Date (except a Market Review Date)

Market Review Dates: the date of commencement of the First Further Term.

**Second Further Term**

Fixed Review Dates:

Each anniversary of the Commencement Date (except a Market Review Date)

Market Review Dates the date of commencement of the Second Further Term.



**14. Tenant's Representative and address for service**

[To be inserted in accordance with the Agreement for Lease]

**15. Landlord's Representative and address for service**

[To be inserted in accordance with the Agreement for Lease]

**16. Insurance**

In the name of the Landlord and such other persons as the Landlord may require and (if required by the Tenant) noting the interest of the Tenant.

**17. Public Liability Amount**

\$20 million per event

**18. Normal Business Hours**

7.30am to 6.30pm Monday to Friday excluding public holidays in the Jurisdiction.

**19. Statutory Outgoings**

Column 1	Column 2	Column 3	Column 4
Base Year	Base Year Amount	Outgoings Review Date	New Base Year
1/7/08 to 30/6/09		Each Market Review Date	
<p><i>[Note: If the Lease commencement date is later than 30 June 2010, the base year will be 1/7/09 to 30/6/10]</i></p>			

**FURTHER TERM**

Column 1	Column 2	Column 3	Column 4
Base Year	Base Year Amount	Outgoings Review Date	New Base Year
		Each Market Review Date	

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**20. After Hours Air Conditioning**

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*[Amount to be inserted per zone in accordance with the Agreement for Lease.]*

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**SCHEDULE 2 PERFORMANCE STANDARDS**

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SCHEDULE 2 (FINAL)

AUSTRALIAN FEDERAL POLICE

EDMUND BARTON BUILDING

LEASE PERFORMANCE SCHEDULE

Stockland Version –

C

C

## **1 PERFORMANCE STANDARDS GENERALLY**

The Landlord shall maintain the building for the life of the lease that is in accordance with all Statutory requirements and obligation and standards included in the design of the Base Building refurbishment except where varied by the application of any clause below.

## **2 ACOUSTIC AND VIBRATION REQUIREMENTS**

The Landlord shall maintain a high quality environment in relation to acoustic and vibration for all occupied areas and in accordance with the following;

### **2.1 Acoustics**

The resultant noise generated from any source will achieve, as a maximum, the levels in accordance with the requirements of AS/NZS 2107:2000: Acoustics - recommended design sound levels and reverberation times for building interiors only as applicable to the base building areas occupied by the tenant.

Notwithstanding the provisions above the maximum permissible noise ratings will be as follows:

General Office Space;	NR 38
Auditorium;	NR 30

External noise from the building generated by the base building plant and equipment will not be in breach of the Australian Capital Territory Environmental Protection Regulation 2005, Schedule 2 for ACT zonings.

### **2.2 Vibration**

Vibration isolation of all rotating plant shall achieve 95% isolation of the original source vibration.

## **3 ECOLOGICALLY SUSTAINABLE DEVELOPMENT –**

### **3.1 Indoor Environmental Quality**

The Landlord shall ensure that any modifications made to building fabric deemed to be their responsibility shall meet the low VOC and Formaldehyde requirements as originally achieved under the Green Star rating credits IEQ – 13 and IEQ - 14.

### **3.2 Energy Consumption and Monitoring**

The Landlord acknowledges the base building energy consumption requirements under the GLS.

Tenancy energy consumption data will be made available to the tenant as required so that they can manage their energy use to meet their targets in accordance with the requirements of the GLS.

### **3.3 Water consumption**

The Landlord shall correctly maintain and manage the building's water efficient plant, fixtures and rainwater collection system replacing if required with similar or more water efficient items

## 4 MECHANICAL ENGINEERING SERVICES

### 4.1 Conditions within the Space

The Landlord shall maintain the conditions for the general office accommodation in accordance with the requirements set out in this schedule. The plant will maintain indoor conditions at 22.5 C +/- 1.5 C when the outside conditions are within the design summer and winter parameters. Refer to the following;

- ▶ Summer Indoor: 24.0 degrees C maximum (22.5 degrees C plus or minus 1.5 degrees C control range) 50% relative humidity (not controlled)
- ▶ Winter Indoor: 21.0 degrees C minimum (22.5 degrees C plus or minus 1.5 degrees C control range)

### 4.2 Design Conditions;

Summer Outside: 34.3 degrees C dry bulb,  
19.6 degrees C wet bulb

Winter Outside: -2.2 degrees C

The air conditioning system has been designed based on the following maximum load allowances:

- ▶ Lighting load: 10 watts per square metre gross floor area
- ▶ Equipment load: 15 watts per square metre gross floor area
- ▶ Population load: 10 square metres per person in all office areas
- ▶ Population load: Heat loads for people shall be 70W/person sensible and 60W latent in all areas
- ▶ Ventilation rates for all areas other than office shall comply with AS/NZ 1668.2:1991.
- ▶ Office areas shall have the following minimum ventilation rate: 10 l/s per person

### 4.3 Tenant Condenser Water System

The design capacity of the tenant condenser water system shall be maintained.

### 4.4 Tenant Air Systems

The design capacity of the general exhaust system shall be maintained.

## 5 BUILDING MANAGEMENT & CONTROLS SYSTEMS

The tenant shall have read only access to the Base Building Systems controlled and monitored by the Building Management and Controls Systems and full access to the Tenant Systems controlled and monitored by the Building Management and Control Systems.

A broadband connection to the BMS Front End that is equal to ADSL-2 shall provide access to the BMS system via the internet.

## **6 ELECTRICAL ENGINEERING SERVICES**

### **6.1 Standby Power Base Building**

The Landlord shall maintain a standby power system for the building that shall be capable of handling the loads associated with the following items upon the failure for whatever reason of mains power;

- ▶ The operation of a minimum of 1 lift per bank,
- ▶ 50% of house lights and 100% of house power in cores,
- ▶ Base building supplementary condenser water system.

The system shall be tested quarterly on building load to a minimum of 50% in rotation such that 100% of total generator system capacity and related electrical reticulation will have been tested annually.

### **6.2 Fuel Storage**

The Landlord shall ensure that the overall fuel storage capacity is sufficient to allow 8 hours uninterrupted operation at full system capacity for all generators at all times.

### **6.3 Main Switchboards**

The Landlord shall maintain the following;

Digital Power Analysers to be provided on all sub boards supplied from the Base Building and Tenancy main switchboards interfaced with the electrical consumption monitoring system, with the exception of existing theatre and lift motor room DB's, and also minor service DB's of less than 100kW capacity (such as the car park and hydraulic control panel DB)

The Main Switchboards spare breaker capacity for outgoing circuits (including busbar and chassis arrangements) in the tenant section of the DB are to be available solely to the Tenant.

### **6.4 Distribution Boards**

The Landlord shall maintain distribution boards for both Base Building and Tenancy that include the for following;

- ▶ Separate Tenant and Base Building services distribution board at each level of each and every service core above ground level; and separate basement tenant DB's to serve each of the three office areas, the childcare centre, and the two areas of the car park. Each Tenant DB on average shall serve no more than one complete wing of floor area,
- ▶ Provision of separate Type 1 kWh meters to all lighting chassis and separately to all power chassis within Tenancy Distribution Boards including connection to the electrical consumption monitoring system,
- ▶ Provision of a Type 1 kWh meter to all Base Building Distribution Boards over 100kW in consumption including connection to the electrical consumption monitoring system,

### **6.5 Electrical Metering and Monitoring**

The Landlord shall maintain a stand alone Energy Monitoring System for connection to all kWh and

other meters. This monitoring system shall have read only tenant access via the BMS. The Energy Monitoring System shall include for;

- ▶ Full compatibility with all metering being installed,
- ▶ Provision of head end equipment and software so as to enable collation of all metering output data at a minimum of 15 minute intervals. The equipment and software will be equal to "Edge" Intelligent Metering System with appropriate channel allowance for all nominated metering inputs,
- ▶ The database and reporting outputs to demonstrate compliance and reporting associated with energy target requirements.
- ▶ Monitoring and totalisation of potable water and natural gas consumption,

### **6.6 Lighting**

The Landlord shall maintain base building office space lighting designed to accommodate the use of screen based equipment and in particular the control of glare and background lighting levels. This shall apply to all internal areas of the building unless defined otherwise herein.

The lighting installation is required to include the following in relation to equipment provided in the base building scope of work;

- ▶ Power density levels to a maximum of 6.5 watts per square meter for office space lighting based upon open plan configuration,
- ▶ Minimal use of dimming to achieve required power densities and illumination levels,
- ▶ Security lighting within the cores, which will allow unrestricted entry / egress to and from office spaces without the requirements for supplementary lighting.
- ▶ Selected luminaires shall include for the following;
  - ▶ Electronic dimmable ballasts,
  - ▶ Provided with one ballast per luminaire,
  - ▶ Be power factor correct to minimum of 0.95 lagging,
  - ▶ Utilise T5 lamps.

### **6.7 Lighting Control**

The Landlord shall maintain an Automated Lighting Control system. This shall include the following items in relation to equipment provided in the base building scope of work;

- ▶ Daylight harvesting,
- ▶ PIR control to all areas,
- ▶ Ability to program 24 hour security lighting to all areas.

### **6.8 EMR Protection**

Except in the basement where plant will be fitted with EMR filters and the non-tenant areas adjacent



electrical risers, the Landlord shall maintain an EMR limit for the 415V 3 phase 50Hz electrical below 10 milligauss measured at a 1 metre radius from the source of any interference.

### **6.9 Exit & Emergency Lighting**

The Landlord shall maintain an Exit and Emergency Lighting System in accordance with the requirements of AS/NZ 2293 Parts 1 to 3 inclusive.

### **6.10 Structured Cable Management System**

The Landlord shall ensure the structured cable management system is available for use solely by the Tenant.

## **7 HYDRAULIC ENGINEERING SERVICES**

The Landlord shall maintain the following hydraulic systems and associated components;

- ▶ Gas, hot and cold water services must be fully operational 24 hours per day throughout the term of the lease subject to availability and routine maintenance and repairs.
- ▶ The Landlord is to maintain a 25 mm valved cold water points for use on each level at each service core.
- ▶ Subject to approval by Planning Authorities Generation of domestic hot water is to be provided by using 30% renewable energy sources and 70% natural gas fired heaters.

Any disruption to water or gas services for maintenance and repair is not permitted without the prior approval of the tenant and excepting in the case of emergencies. Any disruption to supplies must be carried out outside normal business hours.

## **8 COMMUNICATIONS SERVICES**

The shall maintain Communication Services that shall include the following provisions;

- ▶ Mobile phone coverage is to be available to 100% of the GFA above basement level.

The Landlord shall maintain the following essential service voice lines including cabling (rated as required) terminated immediately adjacent to the related equipment, including all fees and charges;

- ▶ The fire protection and detection alarm panels and or fire sprinkler valve sets,
- ▶ The Building Management System head end location,
- ▶ The lift motor rooms for connection of emergency communications line at one per lift,
- ▶ The lift motor rooms for connection of the lift monitoring system,
- ▶ The Base Building Security System head end location.

In addition to the essential services voice lines, the Landlord shall provide and maintain for the duration of the lease a broadband connection to the BMS Front End that is equal to ADSL-2. This shall be for the use of the Landlord and the Tenant for access to the BMS system via the internet.

## 9 VERTICAL TRANSPORTATION SERVICES

The Landlord will ensure that Lifts operate within the building to achieve:

- The waiting interval at main terminal lobbies is a maximum of 30 seconds as defined by the Property Council of Australia (PCA) guidelines for office accommodation. Waiting Interval assessment is to be in accordance with handling capacity and population density as defined within the PCA guidelines.
- Door opening and dwell times to provide access for the disabled in accordance with AS 1735.12. The set door dwell time of 6 seconds in accordance with AS1735.12, will be cancelled by a person or object crossing the lift entrance.
- The Landlord will ensure that all lifts are fully maintained and tested in accordance with relevant codes and standards and in accordance with the Maintenance Schedule and that:
- Lift maintenance service are undertaken at times so as to minimise the impact on Tenant operations.
- The Tenant is to be advised 24 hours in advance of preventative Lift maintenance services so as to arrange security assess.
- The landlord will use best endeavours so that only one lift in any lift bank is off-line for maintenance or repair at any one time.

In respect to Lift Emergency Telephones the Landlord will ensure that a lift maintenance contract is in place with a qualified lift service company so that:

- All emergency telephones in every lift are operational and enables lift passengers to communicate with the Landlord's Lift Service Monitoring Contractor.
- All calls from emergency lift phones should be answered within 30 seconds.

In respect to lift breakdown the Landlord will ensure a lift maintenance contract is in place with a qualified lift service company to have a technician in attendance at site to assess and rectify failures to lift services as follows:

- Within one hour during business hours and two hours for after hours and public holidays of the Tenant notifying the FSS of the failure or
- If personnel are trapped in a failed lift; within 30 minutes during business hours and one hour for after hours and public holidays of the Tenant notifying the FSS or the Lift monitoring company taking a call from the personnel in the lift.

**SCHEDULE 3 PLAN OF PREMISES**

*[Plans of the Premises will be attached.]*

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## **SCHEDULE 4 MARKET RENT REVIEW**

### **1. Market Rent Review Procedure**

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#### **1.1. Valuer Determination of Rent**

1.1.1. The Landlord and the Tenant must cause the current annual open market rental value of the Premises to be determined by 2 valuers ("Valuers"), one appointed by the Landlord and one appointed by the Tenant, being members of the Institute with not less than 10 years' experience as a valuer in the locality in which the Building is situated.

#### **1.2. No appointment of Valuers**

1.2.1. Both the Landlord and the Tenant must, within a further 10 Business Days after the expiry of the period referred to in clause 5.3 of the Lease, each give a further notice in writing to the other party nominating a Valuer to act for the Landlord or the Tenant (as appropriate) in the determination of the Rent under this Schedule 4. The Landlord and the Tenant must enclose with their respective notices given under this paragraph a written acceptance by the respective Valuer of that Valuer's appointment. If one party does not appoint a Valuer within the time allowed, the other party may approach the President or other senior officer of the Institute to appoint a Valuer who qualifies under clause 1.1 of this Schedule 4 and the Valuer so appointed shall be deemed to have been appointed by the defaulting Party (which Party agrees to pay that Valuer's fees).

#### **1.3. Date of appointment**

1.3.1. The date of appointment of both Valuers is and is deemed to be at the expiration of the 10 Business Day period specified in clause 1.2 of this Schedule 4.

#### **1.4. Joint determination**

1.4.1. The Landlord and the Tenant must each require the respective Valuers appointed by them, immediately upon the date of appointment of the Valuers (as defined in clause 1.3 of this Schedule 4) to proceed with their joint determination and deliver the Valuers' joint determination together with their reasons for the determination within 30 Business Days of the date of appointment of the Valuers or within such extended time as the Landlord and the Tenant may agree.

#### **1.5. Third Valuer**

1.5.1. If, by the expiration of the period of 30 Business Days described in clause 1.4 of this Schedule 4 (or an agreed extended time), the Valuers have failed or

refused to deliver or to agree upon a joint determination then a Third Valuer will be appointed in accordance with clause 1.6 of this Schedule 4.

**1.6. Third Valuer appointment**

1.6.1. Where the Valuers fail to make a joint determination prior to the expiration of the period specified in clause 1.5 of this Schedule 4, either or both of the Landlord and the Tenant may request the President of the Institute to appoint the Third Valuer ("the Umpire") who must determine the current annual open market rental value.

1.6.2. If the President refuses, or fails within 10 Business Days of a request, to appoint an Umpire, the Umpire must be appointed by the President of the Property Council of Australia, ACT Division or if that body no longer exists its successors or equivalent body.

1.6.3. Any Umpire appointed under this clause must:

- a. consider any submissions from the Landlord or the Tenant; and
- b. give a determination and the reasons for it in writing, within 30 Business Days of the date of appointment.

**1.7. Submissions**

1.7.1. The Landlord and the Tenant may give written submissions to any Valuer or the Umpire appointed under this clause in relation to any matters which the Landlord or the Tenant (as the case may be) believes are relevant to the determination of the current annual open market rental value.

**1.8. Consideration of submissions**

1.8.1. An Umpire must, within 5 Business Days after appointment, call for, and if submitted, consider submissions from the Valuers.

**1.9. Expert Determination**

1.9.1. The Valuers and the Umpire act as experts and not as arbitrators and their respective determinations are, subject to clause 5.3 of the Lease final and binding on the Landlord and the Tenant and the current annual open market rental value so determined in accordance with the provisions of this Schedule 4 is the rent payable by the Tenant.

**1.10. Fees of the Umpire**

1.10.1. The fees of the Umpire and other costs of the Umpire's determination must be borne and paid in equal shares by the Landlord and the Tenant. The fees of each Valuer and other costs of their determination must be borne by the Party appointing that Valuer. If one Party fails to pay its share of the fees or costs

within 15 Business Days of being requested by a Valuer or the Umpire and a Valuer or an Umpire, as a result, withholds the determination, then the other Party may pay the defaulting Party's share and recover it from that Party as a liquidated debt.

**1.11. Determination of Market Rent**

1.11.1. In determining or agreeing upon a current open annual market rental value for the Premises upon review of the Rent under this Lease as at the Market Review Date, the Landlord and the Tenant must each take into account and must each require the Valuers and the Umpire to take into account all relevant matters on the date when that rent is to apply for the Premises, assuming that:

- a. the Landlord is a willing but not anxious lessor and the Tenant is a willing but not anxious lessee;
- b. the Premises are available with vacant possession;

and taking into account:

- c. the open market rental value (other than rental values which have been escalated to a predetermined amount or in accordance with movements in the consumer price index or any other index) at the Market Review Date of comparable premises, in the town or city within which the Building is situated whether that value is determined in respect of new lettings with vacant possession or in respect of occupied premises;
- d. the Permitted Use of the Premises;
- e. the period which will elapse between the Market Review Date and the first review date in the Further Term or, if there is no review date, the end of the Further Term;
- f. the increased value of the Premises occasioned by the Landlord repainting or recarpeting the Premises pursuant to this Lease (provided that nothing in this clause will require the Tenant to reimburse the Landlord for the cost of that repainting or recarpeting);
- g. the restriction on user, assignment or sub-letting;
- h. the terms and conditions generally of this Lease (excluding any terms and conditions relating to any naming rights the Tenant may have in respect of the Building);
- i. that the Rent will include the amount of Statutory Outgoings payable by the Landlord for the relevant Outgoings Year as the Base Year will be updated in accordance with clause 17.6 of the Lease on the relevant Market Review Date;

but not taking into account:

- j. the adverse effect on the condition or rental value of the Premises of any breach of this Lease by the Tenant;
- k. any Fittings and other improvements or alterations installed in or made to the Premises by or for the Tenant, its sub-tenants or their respective predecessors in title during the Term, the Further Term or any period of prior occupation to the intent that the Premises for the purpose of determining the open market rental value will be regarded as cleared space but otherwise serviced and habitable;
- l. any increase in value in the Premises as a result of any structural alterations or other voluntary improvements made to the Premises or the Building (including installation of equipment) by the Landlord at its discretion for any reason at any time (except any carried out at the prior request of the Tenant to which the Tenant has not contributed either by way of service charge or otherwise);
- m. any special interest of the Tenant, its sub-tenants or their respective predecessors in title including the fact that the Tenant is a sitting tenant;
- n. any naming rights the Tenant may have in respect of the Building;
- o. goodwill occasioned by the Tenant, its sub-tenants or their respective predecessors in title;
- p. any area additional to the maximum area specified in Item 8 of Schedule 1 of the Lease; or
- q. any rent free period, financial contribution (including any contribution towards the cost of fitout) or other concession customarily or likely to be offered to new tenants of comparable premises (vacant or otherwise).

**SCHEDULE 5 NOT USED**

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**SCHEDULE 6 GREEN LEASE SCHEDULE**

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## **GREEN LEASE SCHEDULE**

### **PART 1 - INTRODUCTION**

#### **1. Context**

##### **1.1. Background**

- A. This Green Lease Schedule is incorporated into and forms part of the Lease.
- B. The Green Lease Schedule reflects the Parties' desire to improve and be accountable for energy efficiency in the Premises and the Building wherever possible. It is part of the wider policy of the Commonwealth of Australia reflected in the Australian Government Operations Energy Efficiency Policy to reduce the environmental impact of Government operations, and by so doing, lead the community by example.
- C. As part of the Parties' commitment to improve energy efficiency the Landlord and the Tenant wish to promote the reduction of greenhouse emission and ensure the environmental sustainability of the Building resources by implementing the measures in this Green Lease Schedule.
- D. The parties have agreed that they will act in good faith and take a co-operative attitude to issues and initiatives arising under the Green Lease Schedule.

##### **1.2. Interpretation and Operational Provisions**

1.2.1. In this Green Lease Schedule unless the contrary intention appears

<b>ABGR (NABERS) Parameters and Assumptions</b>	means the ABGR (NABERS) Parameters and Assumptions in Annexure D to this Green Lease Schedule
<b>ABGR Rating</b>	means a rating certified by the Regional Certification Body or if there is no Regional Certification Body by the National Administrator under the ABGR Scheme
<b>ABGR Scheme</b>	means the Australian Building Greenhouse Rating Scheme (administered by the Department of Environment and Climate Change (New South Wales) or by any successor or other body administering the Australian Building Greenhouse Rating Scheme from time to time) in the form in which it applies at 7 March 2008
<b>Accredited Assessor</b>	means an Accredited Assessor under the ABGR Scheme
<b>Australian</b>	means the Policy entitled "Energy Efficiency in

<b>Government Operations Energy Efficiency Policy</b>	Government Operations” as amended from time to time
<b>Authority</b>	includes any ministry, department, government, governmental or semi governmental authority, agency, instrumentality, council, corporation, or other legal entity with legislative authority
<b>Building</b>	means the building on the Premises as described in the Lease
<b>Building Management Committee</b>	means the Building Management Committee established under Part 2 of this Green Lease Schedule which comprises the Tenant’s Energy Representative and the Landlord’s Energy Representative from time to time
<b>Certificate of Occupancy</b>	means a certificate of occupancy or use, issued by the proper Authority under the Building Act 2005 (ACT).
<b>Commencement Date</b>	means the commencement date of the Lease
<b>day</b>	means calendar day
<b>Employees</b>	means a Party’s employees, agents, contractors and invitees and in the case of the Tenant, the Tenant’s Subtenants
<b>Energy Intensity</b>	means megajoules of energy consumed per square metre of the net lettable area of the Building or the Premises (as the case may be)
<b>Energy Intensity Improvements</b>	means any act, matter or thing which has the effect of reducing Energy Intensity (as expressed in megajoules) or which will result in the ABGR Rating (on a base building rating basis) being higher than the Target ABGR Rating and/or the ABGR Rating (on a tenancy basis) being higher than the Tenancy ABGR Rating
<b>Energy Management Plan</b>	means the plan implemented under clause 6 of this Green Lease Schedule
<b>Excluded Area</b>	means an area notified by the Tenant to the Landlord from time to time
<b>Expert</b>	means an expert who is appointed in accordance with clause 10 of this Green Lease Schedule
<b>Green Lease Schedule</b>	means this Schedule and includes any attachments to this Green Lease Schedule
<b>Improved ABGR Rating</b>	means a rating under the ABGR Scheme which is <ul style="list-style-type: none"> <li>a. higher than the Target ABGR Rating, or</li> </ul>

	b. higher than the Tenancy ABGR Rating
<b>Landlord</b>	means the Party described as Landlord or Lessor or other equivalent word under the Lease
<b>Landlord's Energy Representative</b>	means the person appointed by the Landlord and notified to the Tenant under clause 3.1.6
<b>Lease</b>	means the lease for the Premises made between the Parties
<b>Major Refurbishment</b>	means any refurbishment, renovation or restoration involving any replacement, upgrade or repair of a material nature which involves the base building services and which affects the base building services in or servicing 50% or more of <ul style="list-style-type: none"> <li>a. the net lettable area of the Premises, or</li> <li>b. the net lettable area of the Building, or</li> <li>c. the common areas</li> </ul>
<b>month</b>	means calendar month
<b>Parties</b>	means the parties to the Lease
<b>Premises</b>	means the premises leased to the Tenant under the Lease and as described in the Lease
<b>Remedial Notice</b>	means a notice given under clause 9 by a Party where the other Party has breached an obligation under the Green Lease Schedule
<b>Remedial Plan Requirements</b>	means a plan agreed or determined under clause 9 means the common law, all statutes, ordinances and by-laws and any requirement, notice, order or direction of a competent Authority
<b>Special Operational Requirement</b>	means a requirement of the Tenant for extended operation of the Building or a part of the Building, notified by the Tenant to the Landlord
<b>Target ABGR Rating</b>	means a 4.5 star base building ABGR Rating certified by the Regional Certification Body or where there is no Regional Certification Body by the National Administrator under the ABGR Scheme and assuming that the operation of the Premises complies with the assumptions identified in the ABGR (NABERS) Parameters and Assumptions
<b>Tenancy ABGR Rating</b>	means a 4.5 star tenancy ABGR Rating certified by the Regional Certification Body or where there is no Regional Certification Body by the National Administrator under the ABGR Scheme

<b>Tenant</b>	means the Party described as Tenant or Lessee or other equivalent word under the Lease
<b>Tenant's Energy Representative</b>	means the person appointed by the Tenant and notified to the Landlord under clause 3.1.6
<b>Working Day</b>	means a day other than a Saturday, Sunday or public holiday in the state or territory where the Premises are located

- 1.2.2. The singular includes the plural and vice versa.
- 1.2.3. Unless otherwise provided references to clauses are a reference to clauses of this Green Lease Schedule.
- 1.2.4. Unless otherwise defined or provided for in this Green Lease Schedule words and phrases used in this Green Lease Schedule will have the meaning ascribed to them in the Lease.
- 1.2.5. Unless the context otherwise requires the phrase "Lease term" or "term of the Lease" will be interpreted to include any renewal or extension of or overholding under the Lease.
- 1.2.6. Reference to a right includes a remedy, authority or power.
- 1.2.7. Headings are for convenience only and do not form part of this Green Lease Schedule or affect its interpretation.
- 1.2.8. As far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable.
- 1.2.9. If anything in this Green Lease Schedule is unenforceable, illegal or void then it is severed and the rest of this Green Lease Schedule remains in force.
- 1.2.10. If a provision cannot be read down, that provision will be void and severable.
- 1.2.11. Words of inclusion are not words of limitation.
- 1.2.12. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Green Lease Schedule.
- 1.2.13. Reference to a thing is a reference to all or part of that thing.
- 1.2.14. Unless the context requires or is otherwise stated in this Green Lease Schedule a Party's obligations under this Green Lease Schedule:
- a. will be performed at its cost;
  - b. will be performed throughout the term of the Lease;

- c. where the cost is incurred by the Landlord must not be passed on directly or indirectly to the Tenant;
- d. where the cost is incurred by the Tenant must not be passed on directly or indirectly to the Landlord.

1.2.15. Unless otherwise stated, if a Party's consent or approval is required under this Green Lease Schedule:

- a. the requested Party will consider and respond to the request promptly;
- b. the consent or approval will not be unreasonably withheld;
- c. the requested Party may require the requesting Party to comply with reasonable conditions before giving its consent provided that
  - i. the requested Party is not entitled to require the requesting Party to pay its costs in connection with the request;
  - ii. if the requested Party is the Landlord it will not pass on any cost incurred in connection with the request or consent directly or indirectly to the Tenant;
  - iii. if the requested Party is the Tenant it will not pass on any cost incurred in connection with the request or consent directly or indirectly to the Landlord; and
  - iv. all reasonable conditions accompanying or otherwise related to the consent or approval must be in writing.
- d. the consent or approval is not effective unless in writing.

1.2.16. If any conflict arises between the terms and conditions contained in the Lease and any clauses or parts of the clauses of the Green Lease Schedule, then unless the terms and conditions contained in the Lease expressly provide that they prevail over the Green Lease Schedule, the clauses (or the relevant parts of the clauses) of the Green Lease Schedule prevail to the extent necessary to resolve the conflict.

1.2.17. If any conflict arises between any part of the Green Lease Schedule and any part of an attachment to it, the part of the Green Lease Schedule which does not comprise an attachment prevails.

1.2.18. A reference to the Green Lease Schedule or any provision of it includes the Green Lease Schedule or any of its provisions as amended or replaced from time to time by agreement in writing between the parties.

## **2. Green Lease Schedule forms Part of Lease**

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### **2.1. Green Lease Schedule incorporated into Lease**

2.1.1. This Green Lease Schedule is incorporated into and forms part of the Lease.

## 2.2. Joint Obligation

2.2.1. Despite any other provision in the Lease or this Green Lease Schedule, the Landlord will not be relieved of its obligation to achieve the Target ABGR Rating solely because the Tenant has not achieved the Tenancy ABGR Rating.

2.2.2. The Landlord will be relieved of its obligations under clause 4.1.1 of this Green Lease Schedule:

- a. in respect of any Excluded Area; and
- b. for the period and to the extent that a Special Operational Requirement prevents the Target ABGR Rating from being achieved; and
- c. to the extent that the Tenant makes an alteration to the Building which requires the Landlord's consent under clause 14.2 of the Lease provided that:
  - i. the Landlord has informed the Tenant at the time that consent was given that the alteration was likely to prevent the Landlord from achieving the Target ABGR Rating (**anticipated impact**); and
  - ii. the Landlord has provided evidence related to its modelling to the reasonable satisfaction of the Tenant of the anticipated impact; and
  - iii. the alteration was not such that the area the subject of the alteration could properly be excluded from the Target ABGR Rating in accordance with the requirements of the ABGR Scheme.

2.2.3. The Tenant will be relieved of its obligations under clause 4.1.1 of this Green Lease Schedule:

- a. in respect of any Excluded Area; and
- b. for the period and to the extent that a Special Operational Requirement prevents the Tenancy ABGR Rating from being achieved.

2.2.4. Despite any other provision of this Green Lease Schedule, the Landlord and the Tenant will be released from any obligation under this Green Lease Schedule for the period and to the extent that any act or omission of the Tenant or its Employees renders the Landlord unable to comply with its obligations as determined by an Expert in accordance with clause 10 of this Green Lease Schedule.

2.2.5. Any dispute in relation to the operation of this clause 2.2 may be referred by either party to an Expert for determination in accordance with clause 10 of this Green Lease Schedule.



## **PART 2 - BUILDING MANAGEMENT COMMITTEE**

### **3. Building Management Committee**

#### **3.1. Building Management Committee**

3.1.1. Within 10 Working Days of the Commencement Date the Landlord and the Tenant will establish the Building Management Committee which will operate for the term of the Lease.

3.1.2. The Building Management Committee will comprise the Landlord's Energy Representative and the Tenant's Energy Representative as notified under clause 3.1.6.

3.1.3. The Landlord's Energy Representative and the Tenant's Energy Representative do not need to be accredited experts or hold specialist qualifications but will have the competence and the authority of the respective Parties to:

- a. properly and effectively administer the respective obligations of the Landlord's Energy Representative and the Tenant's Energy Representative as they relate to the Building Management Committee;
- b. make decisions on behalf of the relevant Party within the scope of the Building Management Committee's functions and responsibilities;
- c. issue information and notices and communicate on behalf of the relevant Party in the context of the Building Management Committee; and
- d. take action on behalf of the relevant Party to facilitate performance by the Building Management Committee of its functions and responsibilities.

3.1.4. For the avoidance of doubt, the Parties agree that the role of the Building Management Committee is one of discussion, consultation and recommendation. The Landlord's Energy Representative and the Tenant's Energy Representative are not entitled to exercise any legal rights or remedies of the Parties under this Green Lease Schedule including, but not limited to:

- a. any approval or variation of the Energy Management Plan;
- b. any alteration to the Target ABGR Rating or the Tenancy ABGR Rating;
- c. enforcing the rights and remedies of the relevant Party;
- d. binding the relevant Party to doing or refraining from doing anything;
- e. engaging in any remedial action under clause 9 of this Green Lease Schedule, including issuing a Remedial Notice or agreeing a Remedial Plan; or
- f. determining the position of a Party in relation to any difference or dispute which may arise under this Green Lease Schedule.

- 3.1.5. Nothing in clause 3.1.3 is to be construed as entitling the persons performing the role of the Tenant's Energy Representative and the Landlord's Energy Representative to bind the respective Parties unless those persons:
- a. are also the nominated representatives of the respective Parties under the Lease in a capacity other than as the Landlord's Energy Representative and the Tenant's Energy Representative; and
  - b. are empowered to bind the respective Parties by virtue of other provisions of the Lease.
- 3.1.6. Each Party will notify:
- a. the other Party within 10 Working Days of the Commencement Date of the name and contact details of the Landlord's Energy Representative and the Tenant's Energy Representative; and
  - b. the other Party of the name and contact details of any replacement of the Landlord's Energy Representative or the Tenant's Energy Representative from time to time.
- 3.1.7. The Building Management Committee will meet quarterly or as otherwise recommended by the Landlord's Energy Representative and the Tenant's Energy Representative and approved by both Parties for the purposes of addressing any matters or issues which arise under the Green Lease Schedule. A preliminary protocol for the Building Management Committee appears at Annexure A and this will apply until it is otherwise varied by agreement between the Landlord's Energy Representative and the Tenant's Energy Representative.
- 3.1.8. The Building Management Committee will produce and maintain for the term of the Lease, written minutes of each meeting which will be approved and signed by the Landlord's Energy Representative and the Tenant's Energy Representative within 10 Working Days of each meeting.
- 3.1.9. The Parties agree that it is essential to maintain all information, including energy data for the Premises and Building (which for the avoidance of doubt includes the base building services), plans, documents, maintenance contracts, specifications, maintenance reports and maintenance schedules necessary to:
- a. enable an Accredited Assessor to assess, report on and authorise the issuing of
    - i. a Target ABGR Rating certificate; and
    - ii. a Tenancy ABGR Rating certificateby the Regional Certification Body or where there is no Regional Certification Body by the National Administrator under the ABGR Scheme; and
  - b. as far as reasonably practicable, enable a Expert appointed under clause 10 of this Green Lease Schedule to carry out any and all of his functions and obligations in accordance with the terms of this Green Lease Schedule; and

- c. establish the extent of compliance by the Landlord and the Tenant with their respective obligations under this Green Lease Schedule.

3.1.10. The Landlord and the Tenant:

- a. will be aware of and approve the location for the storage of the reports and other information held by the Building Management Committee;
- b. will take all necessary steps to ensure the security of those reports and information; and
- c. will keep the reports and information confidential except to extent necessary
  - i. to comply with a Requirement, Commonwealth policy or Commonwealth direction (including the direction of a Minister or any officer or employee with appropriate authority of a relevant Commonwealth department, agency, corporation or other Commonwealth body);
  - ii. to enable the Parties to perform their roles and obligations under the Lease; or
  - iii. to enable an Expert to exercise its powers and perform its role and obligations under this Green Lease Schedule.

3.1.11. The Landlord and Tenant will provide to the Building Management Committee and give the Building Management Committee unfettered access to the information required by clause 3.1.9.a and clause 3.1.9.b which they hold or should hold according to their respective roles and responsibilities under the Lease (including this Green Lease Schedule). This clause does not require the Parties to disclose information which would otherwise be confidential. In the case of the Tenant this clause does not require the Tenant to disclose information which is not to be disclosed because of a Requirement, Commonwealth policy or Commonwealth direction (including the direction of a Minister or any officer or employee with appropriate authority of a relevant Commonwealth department, agency, corporation or other Commonwealth body).

3.1.12. The Parties will provide to the Building Management Committee the information pertaining to their respective obligations under this Green Lease Schedule as required by clause 3.1.9.c to the extent that it is practicable for each Party to do so. This clause does not require the Parties to disclose information which would otherwise be confidential. In the case of the Tenant this clause does not require the Tenant to disclose information which is not to be disclosed because of a Requirement, Commonwealth policy or Commonwealth direction (including the direction of a Minister or any officer or employee with appropriate authority of a relevant Commonwealth department, agency, corporation or other Commonwealth body).

3.1.13. The Parties will provide copies of all reports required by this Green Lease Schedule to the Building Management Committee. An indicative list of the reports typically

required to be provided to the Building Management Committee is included in the Building Management Committee Protocol annexed to this Green Lease Schedule at Annexure A.

3.1.14. In addition to the specific functions specified in this Green Lease Schedule, the Building Management Committee may act as a vehicle for considering Energy Intensity Improvements and consultation on other issues arising from this Green Lease Schedule, and for proposing recommendations and solutions to the Parties on matters arising from or relevant to this Green Lease Schedule.

3.1.15. The Landlord and the Tenant will bear their own costs in connection with the establishment and operation of the Building Management Committee and will not pass on to each other directly or indirectly the costs for which they are each responsible under this clause 3.

### **PART 3 - GREEN LEASE PERFORMANCE**

#### **4. Australian Building Greenhouse Rating**

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##### **4.1. ABGR Rating**

4.1.1. The Parties agree that:

- a. the Landlord will ensure that the Target ABGR Rating is achieved within 3 months of the first anniversary of the date on which the Tenant receives a Certificate of Occupancy in relation to its fitout of the whole of the Premises and maintained for the term of the Lease; and
- b. subject to the Landlord complying with its obligations under the Lease (including this Green Lease Schedule) and subject to the Tenant's obligations and rights under the Lease (including this Green Lease Schedule), the Tenant will achieve the Tenancy ABGR Rating within 3 months of the first anniversary of the date on which the Tenant receives a Certificate of Occupancy in relation to its fitout of the Premises and maintain it for the term of the Lease.

4.1.2. Within 3 months of each subsequent anniversary of the date on which the Tenant received a Certificate of Occupancy in relation to its fitout of the Premises occurring during the term of the Lease the Landlord will deliver to the Tenant an accredited rating certificate issued by the Regional Certification Body or if there is no Regional Certification Body by the National Administrator under the ABGR Scheme evidencing achievement of the Target ABGR Rating.

4.1.3. Within 3 months of each subsequent anniversary of the date on which the Tenant received a Certificate of Occupancy in relation to its fitout of the whole of the Premises the Tenant will deliver to the Landlord an accredited rating certificate issued by the Regional Certification Body or if there is no Regional Certification Body by the National Administrator under the ABGR Scheme evidencing achievement of the Tenancy ABGR Rating.

4.1.4. If a Party:

- a. reasonably considers that there are circumstances which warrant the other Party providing evidence of the other Party's compliance with its obligations relating to or impacting on the achievement and maintenance of the Target ABGR Rating or the Tenancy ABGR Rating (as the case may be); and
- b. requests the other Party in writing to provide this evidence

then the other Party will provide the evidence sought within 20 Working Days of the requesting Party's request (or within such other period agreed by the Parties). This clause 4.1.4 does not limit any other rights of the Parties relating to any failure of either Party to comply with its obligations under this Green Lease Schedule.

4.1.5. If the information provided under clause 4.1.4 demonstrates that there is a genuine possibility that the Target ABGR Rating or the Tenancy ABGR Rating (as the case may be) will not be achieved or maintained, or if the relevant Party fails to supply the evidence sought within the time required by clause 4.1.4, then either party may request an audit of the Energy Intensity of the Building.

4.1.6. Subject to clause 4.1.7 the audit under clause 4.1.5 may not be requested more than once every 12 months and the Party requesting the audit will act reasonably and in good faith in making that request.

4.1.7. The Tenant may at the Tenant's cost request more than one audit under clause 4.1.5 in a 12 month period if an audit has been completed and the advice of the Expert has been implemented by both parties, but the Target ABGR Rating has still not been achieved.

4.1.8. The audit under clause 4.1.5 will be undertaken by an Expert and the request for appointment of the Expert will be made by the Party requesting the audit.

4.1.9. The Expert:

- a. will identify any non compliance with the requirements necessary for the achievement or maintaining of the Target ABGR Rating or the Tenancy ABGR Rating by either Party, having regard to their respective obligations under the Lease (including this Green Lease Schedule);
- b. advise who or what is responsible for the non compliance;
- c. advise what needs to be done to rectify non compliance;
- d. advise which Party is responsible for rectifying non compliance and who will bear the costs of rectification (or if both the Landlord and the Tenant in what proportions); and
- e. if a Party is responsible for non compliance, will determine the costs (if any) which that Party is to reimburse to the other Party in respect of any additional costs incurred by the other Party as a result of the non compliance.

- 4.1.10. The conclusions of the Expert under clause 4.1.9 will be final and binding on the Parties.
- 4.1.11. Unless otherwise provided, the cost of the audit is to be shared equally between the Parties or as determined by the Expert.
- 4.1.12. If the Expert determines that a Party is responsible for non compliance then:
- a. that Party will rectify the non compliance within the time specified by the Expert; and
  - b. if costs are payable under clause 4.1.9.e the relevant Party will pay the cost determined within 30 days of receiving the Expert's written notice of determination.

4.1.13. The Parties agree that:

- a. not later than 3 months after each anniversary of the Commencement Date; and
- b. on any Major Refurbishment occurring during the term of the Lease

the Parties will meet and will consider in a reasonable and cooperative manner whether an Improved ABGR Rating can be achieved which is consistent with the Australian Government Operation Energy Efficiency Policy targets for new leases and Major Refurbishments applicable at that time.

4.1.14. If the Parties agree under clause 4.1.13 that an Improved ABGR Rating is to be achieved, the Parties:

- a. will take the relevant steps within their respective areas of responsibility to ensure that the Building and/or the Premises satisfies the Improved ABGR Rating requirements, and that a new ABGR rating certificate evidencing the Improved ABGR Rating is issued by the Regional Certification Body or if there is no Regional Certification Body by the National Administrator under the ABGR Scheme; and
- b. will effect a written variation of this Green Lease Schedule reflecting the Improved ABGR Rating.

4.1.15. Subject to the terms of this Green Lease Schedule if the Landlord does not achieve and maintain the Target ABGR Rating, the Landlord acknowledges that it may be required at its own cost to invest additional money into the Building or Services in order to ensure that the Target ABGR Rating is achieved and maintained. Any Expert determination made under this clause 4 or Remedial Plan must take this into account.

4.1.16. If, despite the intention of the Tenant to achieve the Tenancy ABGR Rating, that rating is not achieved due to the Tenant's fitout of the Premises or the Tenant's or its Employees use of the Premises then the Tenant cannot be obliged to modify the

use by the Tenant or its Employees, modify its fitout or make any payment unless it otherwise agrees.

## **5. Energy Intensity Provisions**

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### **5.1. Improvements and Maintenance**

5.1.1. The Landlord will ensure that all maintenance contracts for the Building services include:

- a. requirements that the Building services must perform in a way which will enable the Target ABGR Rating (and where appropriate the Tenancy ABGR Rating) to be achieved and maintained including that energy consumption of the base building services does not exceed that required to meet the Target ABGR Rating (and where appropriate the Tenancy ABGR Rating);
- b. reasonable warranties by the contractor and supplier which provide suitable rights to ensure the Target ABGR Rating (and where appropriate the Tenancy ABGR Rating) is maintained;
- c. a requirement that maintenance contractors at all times maintain and provide to the Landlord manuals and other information relevant to the maintenance and performance of the Building services; and
- d. a requirement that on any change of contractor the outgoing contractor must assign to the Landlord all warranties (which have not already been assigned to the Landlord) relating to the Building services and provide all manuals and other information relevant to the maintenance and performance of the Building services to the incoming contractor and/or to the Landlord.

5.1.2. If at the Commencement Date the Landlord demonstrates to the Tenant:

- a. that it already has in place maintenance contracts which do not comply with clause 5.1.1 (Non Compliant Contracts); and
- b. that is not feasible for it to amend the Non Compliant Contracts so that they comply with clause 5.1.1 (taking into account the remainder of the term of the relevant Non Compliant Contracts and the costs associated with seeking to amend them)

then the Landlord is relieved of its obligations under clause 5.1.1 (but only to the extent that the Non Compliant Contracts do not comply). Once the Non Compliant Contracts have expired the Landlord will ensure that any new maintenance contracts or any extension of renewal of the Non Compliant Contracts comply with clause 5.1.1.

5.1.3. The Landlord:

- a. within 3 months after each anniversary of the Commencement Date; or
- b. at other times within 10 Working Days of a request by the Tenant

will produce to the Tenant copies of all maintenance contracts in place for the Building services including evidence of compliance with clause 5.1.1.

- 5.1.4. The Parties will not pass on to each other any costs (directly or indirectly) incurred by them in performance of this clause 5.

## **5.2. Energy Data Reports**

- 5.2.1. By the tenth Working Day after the end of each quarter occurring during the term of the Lease the Landlord will provide to the Tenant quarterly energy data information (which show consumption data and cost) for the Building and common areas.

- 5.2.2. By the tenth Working Day after the end of each quarter occurring during the term of the Lease the Tenant will provide to the Landlord quarterly energy data information (which shows consumption data and cost) for the Premises.

- 5.2.3. The energy data information required by this clause will be in a form agreed by the Parties and if the Parties do not agree then the form will be determined by an Expert appointed under clause 10.

## **6. Energy Management Plan**

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### **6.1. Energy Management Plan Development and Implementation**

- 6.1.1. Without limiting any other obligation of the parties the following provisions apply to the development and implementation of an Energy Management Plan.

- 6.1.2. Within 3 months of the Commencement Date the Landlord and Tenant will use their best endeavours to agree on and sign an Energy Management Plan which will support the achievement of the requirements and objectives of the Australian Government Operations Energy Efficiency Policy at the time and this Green Lease Schedule.

- 6.1.3. The Energy Management Plan will be consistent with the terms and conditions of this Green Lease Schedule and as a minimum will include (but need not be limited to):
- a. the strategies to be employed by the Landlord in achieving and maintaining the Target ABGR Rating through the term of the Lease;
  - b. the strategies for maintaining and upgrading the Building (including services, systems, plant and equipment) so as to effectively manage the Energy Intensity of the Building and achieve Energy Intensity Improvements in the Building;
  - c. the strategies to be employed by the Tenant in maintaining the Tenancy ABGR Rating for the term of the Lease.

- 6.1.4. The Parties acknowledge that the Energy Management Plan is an important tool for achieving the objectives of this Green Lease Schedule and to this end the Parties



will use their best endeavours to agree the Energy Management Plan. If the Parties are unable to agree on all or any components of the Energy Management Plan in time for it to be signed within 3 months of the Commencement Date they agree that either or both may refer the issue (or the entire Energy Management Plan if the Parties have not agreed any of it) for determination under clause 10.

- 6.1.5. The Energy Management Plan applies from the date it is signed by the Parties.
- 6.1.6. The Parties will not unreasonably delay the signing of the Energy Management Plan. If any component of the Energy Management Plan has not been agreed or has been referred for determination under clause 10 and the issue has not been agreed or determined within 3 months of the Commencement Date the Parties agree to sign the Energy Management Plan so that it contains the agreed components and to vary it in writing once any outstanding component has been agreed or determined.
- 6.1.7. The Parties will provide a signed copy of the Energy Management Plan to the Building Management Committee.
- 6.1.8. The Landlord and the Tenant will bear their own costs in connection with the cost of producing, reviewing and implementing the Energy Management Plan and their respective obligations under the Energy Management Plan. The Parties will not pass on to each other their costs directly or indirectly.
- 6.1.9. The Building Management Committee will review the Energy Management Plan from time to time but not less than once every 2 years and will refer any recommendations for amendment to the Landlord and the Tenant.
- 6.1.10. The Parties will act in good faith and use their best endeavours to reach agreement on the recommendations of the Building Management Committee and they will:
  - a. record in writing any amendment to the Energy Management Plan agreed by the Parties from time to time; and
  - b. provide a signed copy of the Energy Management Plan incorporating any agreed amendments from time to time to the Building Management Committee.
- 6.1.11. The Parties will comply with their respective obligations under the Energy Management Plan.
- 6.1.12. Each Party will monitor its performance of the Energy Management Plan and within 3 months of each anniversary of the Commencement Date will report to the other Party on its performance against the Energy Management Plan.

## **7. Metering**

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### **7.1. Separate Metering**

#### **7.1.1. The Landlord:**

- a. will ensure that from the Commencement Date the Premises are separately metered for electricity (with the meters being digital 30 minute on market status electricity meters), gas and water services (both hot and cold);
- b. will ensure that the meters have an accuracy class suitable for customer billing and the meter register is readily accessible for billing;
- c. agrees that if the Tenant requires, management of the meters will reside with the Tenant on installation; and
- d. agrees that the Tenant is entitled to purchase its own electricity.

#### **7.1.2. The Landlord:**

- a. will ensure that from the Commencement Date there is separate metering for electricity (with the meters being digital 30 minute on market status electricity meters), gas and water services (both hot and cold) for:
  - i. central services in the Building; and
  - ii. without limiting clause 7.1.1, all tenancy areas if this is required to achieve the Target ABGR Rating.

#### **7.1.3. The Landlord will not pass on any costs incurred under this clause 7 to the Tenant directly or indirectly.**

## **PART 4 - GENERAL PROVISIONS APPLICABLE TO GREEN LEASE SCHEDULE**

## **8. Reporting**

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### **8.1. Reporting**

#### **8.1.1. All reports provided in accordance with the provisions of this Green Lease Schedule will include the following information as a minimum:**

- a. a reasonably detailed assessment or description of the progress and performance of the Party/Parties against the relevant target, strategy or plan arising from the respective obligations under this Green Lease Schedule;
- b. how the progress and performance was monitored over the relevant reporting period;
- c. if progress or performance has not met the target, strategy or plan (or it appears that the annual target, strategy or plan will not be met), reasons for this failure, and detailed explanation of how this will be rectified and progress and performance improved;

- d. measures to be taken during the next reporting period to ensure targets, strategies and plans are achieved;
- e. if the target, strategy or plan is due to be revised a suggested new target, strategy or plan that where feasible and practicable improves on the previous target, strategy or plan, if possible drawing on experience detailed in the report and previous reports;
- f. any cost savings that have been achieved for that reporting period; and
- g. any other information relevant to the Parties' performance against the target, strategy or plan.

8.1.2. All reports will be written reports and a complete copy will be provided to:

- a. the Landlord (where the report is prepared by or for the Tenant);
- b. the Tenant (where the report is prepared by or for the Landlord); and
- c. the Building Management Committee (where the report is prepared by or for the Tenant or the Landlord or otherwise for the purpose of this Green Lease Schedule).

8.1.3. The costs of preparing the reports will be borne by the Party responsible under this Green Lease Schedule for preparing them and will not be passed on to the other Party directly or indirectly.

## **9. Remedial Action**

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### **9.1. Remedial Action**

9.1.1. If

- a. a Party has breached an obligation under this Green Lease Schedule; or
- b. a Party repeatedly breaches its obligations under this Green Lease Schedule,

the other Party (**Initiator**) may give the defaulting Party (**Recipient**) a Remedial Notice. The Remedial Notice will be in writing and will request the commencement of dialogue or remedial action.

9.1.2. The Landlord and the Tenant will meet within 15 Working Days of the date of the Remedial Notice and will use their best endeavours to agree a Remedial Plan which:

- a. sets out remedial action; and
- b. contains a timetable for completion of the remedial action.

9.1.3. If the Parties fail to meet within 15 Working days and or fail to agree on a Remedial Plan, then subject to clause 9.2.2.a the Remedial Plan (or any parts of it which have

not been agreed by the Parties) will be determined by an Expert in accordance with clause 10 on the application of either Party.

## **9.2. Compliance with Remedial Plan**

9.2.1. The Parties will comply with the Remedial Plan.

9.2.2. If the Recipient does not comply with a Remedial Plan, the Initiator:

- a. may notify the Recipient in writing that it extends the period for remedial action; or
- b. may give written notice (**Enforcement Notice**) to the Recipient notifying it that the failure to comply with the Remedial Plan is a breach of the Lease (including this Green Lease Schedule); and
  - i. if the breach is capable of rectification, requiring the breach to be rectified within the period specified in the Enforcement Notice (which period will be reasonable in the circumstances); or
  - ii. if the breach is not capable of rectification, that the Initiator claims compensation for loss or damage incurred by the Initiator as a direct result of the breach (and the Enforcement Notice in this case will specify in reasonable detail how the amount claimed has been computed).

9.2.3. If clause 9.2.2.b.i applies and the breach is not rectified in the time specified in the Enforcement Notice the Initiator may demand compensation for loss or damage incurred by the Initiator as a direct result of the breach (including the cost of any reasonable endeavours in seeking to rectify the breach). The claim for compensation under this clause will specify in reasonable detail how the amount claimed has been computed.

9.2.4. If:

- a. an amount is claimed by the Initiator under clause 9.2.2.b.ii, and
- b. the Recipient has not objected in writing to the amount claimed within 20 Working Days of the giving of the demand

the Recipient will pay the amount claimed within 40 Working Days of written demand.

9.2.5. If:

- a. an amount is demanded under clause 9.2.3 and
- b. the Recipient has not objected in writing to the amount claimed within 20 Working Days of the giving of the Enforcement Notice

the Recipient will pay the amount claimed within 40 Working Days of written demand.

9.2.6. If the Recipient objects to an amount claimed by the Initiator under clause 9.2.2.b.ii or, clause 9.2.3 within the prescribed time then the dispute will be referred for resolution under clause 10 and any amount determined by the Expert will be paid within 40 Working Days of the Expert's determination.

9.2.7. If:

a. an amount is payable and has not been paid by the time required by Clause 9.2.4 or clause 9.2.5; or

b. an amount payable has been referred for resolution in accordance with clause 9.2.6 and has not been paid by the time required by clause 9.2.6

then the Party to whom the amount is due may institute proceedings in a court of competent jurisdiction to recover the amount.

9.2.8. The rights in clause 9 are in lieu of any other rights which the Parties may have for breach of this Green Lease Schedule. Except for any remedies contained in this clause 9 or elsewhere in this Green Lease Schedule, the Parties will not rely on any other remedies available under the Lease or otherwise for breach of this Green Lease Schedule.

## **10. Resolution of Green Lease Schedule Disputes**

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### **10.1. Dispute Resolution**

10.1.1. Any difference or dispute between the Parties arising under the provisions of this Green Lease Schedule which is not resolved within 10 Working Days after notice by one Party to the other of the nature of the difference or dispute may be referred by either Party for determination by an Expert who is an appropriate practising professional with the relevant expertise in the subject matter of the difference or dispute. For the avoidance of doubt any difference or dispute between the Landlord's Energy Representative or the Tenant's Energy Representative on the Building Management Committee and which needs to be resolved to give efficacy to this Green Lease Schedule is also covered by this clause 10.

10.1.2. The Expert will be appointed at the request of either Party by the President or senior official of the Australian Institute of Arbitrators and Mediators in the State or Territory where the Building is located. Production of this clause will be sufficient evidence of the right to make the request. The President or senior official will be asked to appoint the Expert within 10 Working Days of the request.

10.1.3. Each Party may make a submission either orally or in writing to the Expert within 10 Working Days after that appointment.

10.1.4. In making a determination the Expert will:

a. act as an expert and not as an arbitrator;

- b. consider any submission made to it by a Party;
- c. take into account the obligation of the Landlord under clause 4.1.15; and
- d. provide the Parties with a written statement of reasons for the determination.

10.1.5. The determination of the Expert is conclusive and binding on the Parties except in the case of manifest error.

10.1.6. The costs of the Expert will be shared equally between the Parties.

10.1.7. If the Expert fails to deliver a determination within 10 Working Days after the last day on which the Parties are entitled to make submissions, either Party may require the appointment of a further Expert under clause 10.1.1 and clause 10.1.2 to determine the dispute.

10.1.8. This clause does prevent a Party from seeking urgent interlocutory relief in a court of competent jurisdiction.

## ANNEXURE A - BUILDING MANAGEMENT COMMITTEE PROTOCOLS

- 1 Meetings will be held on ^insert day^ of the following months [quarterly meetings] occurring during the term of the Lease.
- 2 The first meeting will be held 1 month after the Commencement Date.
- 3 Meetings will be held at ^insert venue^ or as otherwise agreed by the Landlord's Energy Representative and the Tenant's Energy Representative.
- 4 Written minutes of each meeting will be taken and the responsibility of this will rotate between the Landlord's Energy Representative and the Tenant's Energy Representative ^or insert other agreed arrangement^.
- 5 ^Insert agreed arrangements for chairing^
- 6 ^Insert agreed arrangements for minute taking^
- 7 Any difference or dispute between the Landlord's Energy Representative and the Tenant's Energy Representative which needs to be resolved to give efficacy to this Green Lease Schedule may be referred for resolution under clause 10 by either Party.
- 8 Reports and other information held by the Building Management Committee will be stored at ^insert address^ and the Building Management Committee will take necessary steps to ensure the security and confidentiality of those reports and information in accordance with the Green Lease Schedule.
- 9 The Building Management Committee will provide to a Party on request any copies of any information or reports relating to the Building, Premises or the Lease (including this Green Lease Schedule) held by the Building Management Committee and will inform the other Party that it has done so.
- 10 ^These will vary from case to case - the following are examples.

*Reports **typically required** : Several building reports are produced to manage the building such reports include: Engineering, mechanical, electrical lifts, hydraulics, fault , capital works, minor works, OH&S if applicable, service, energy accounts 30 minute data Tenant light and power and building services, mandatory maintenance and testing , BMS, planned maintenance,/out of hours operation log, fault reports and energy 30 minute data and accounts.*

*Identifying the key reports such as HVAC , maintenance and energy accounts that will need to be scrutinized. Building fault reports will also be a key indicator for energy efficiency issues^*

- 11 The Landlord's Energy Representative and the Tenant's Energy Representative must familiarise themselves, be aware of and comply with the Building Management Committee Protocols and the Energy Management Plan.



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**ANNEXURE C - NOT USED**

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**ANNEXURE D - ABGR (NABERS) PARAMETERS AND ASSUMPTIONS**

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## ANNEXURE D - PARAMETERS AND ASSUMPTIONS

NO.	ASSUMPTIONS
1	Equipment load peak to be maximum of 15 watts per square metre.
2	Lighting power density to be maximum of 6.5 watts per square metre. Foyer/lobby lighting to be a maximum of 9 watts per square metre.
3	<p>That:</p> <ul style="list-style-type: none"> <li>• all Tenant condenser water cooled units use motorised isolating valves that are automatically programmed to close when the package unit compressor is not operating; and</li> <li>• the compressor, fan and valve operating status are reported to the BMS for monitoring purposes,</li> </ul> <p>provided that a controls strategy is implemented which is acceptable to the Tenant (acting reasonably) that ensures that there is no nuisance tripping of the packaged units concerned.</p>
4	<p>Where the Tenant makes use of supplementary fresh air systems, the Tenant:</p> <ul style="list-style-type: none"> <li>• provides these systems with a damper that closes off when the fresh air supply is not required; and</li> <li>• connects them to the BMS to provide an indicator of damper position; and</li> <li>• ensures there is a pressure sensor on the tenant side of the damper connected to the BMS to detect damper failure.</li> </ul>
5	All tenant refurbishments comply with Section J of the Building Codes of Australia.
6	That the Tenant complies with all tenancy rules which have been formulated by the Landlord and agreed by the Tenant (acting reasonably).
7	<p>In relation to car park lighting:</p> <ul style="list-style-type: none"> <li>• during Normal Business Hours, it will be maintained to comply with AS1158.3.1 for a medium risk security car park; and</li> <li>• outside of Normal Business Hours, sensors will be in use with 15 minute timing; and</li> <li>• normal emergency lighting will be on at all times.</li> </ul>
8	The external lighting complies with AS 1158.3.1 for a medium risk car park with a minimum lux of 50 in pedestrian, parking and vehicular access areas. The Tenant has right of review of the design (acting reasonably).
9	That the design of the Condenser Water System does not allow for any diversity of operation and 100% of the capacity is available for use by the Tenant on a "24 hours per day, 7 days per week and 52 weeks per year" basis.
10	<p>For after-hours Tenant air conditioning, 20% of the Building uses a maximum period of 3 hours after-hours air-conditioning per week for modelling purposes. Stockland confirms that:</p> <ul style="list-style-type: none"> <li>• further information will be made available by the AFP for the</li> </ul>

NO.	ASSUMPTIONS
	<p>purposes of modelling by Stockland.</p> <ul style="list-style-type: none"> <li>• this assumption does not in any way limit the right of AFP to request after hours airconditioning for longer periods under the terms of the lease.</li> <li>• Stockland will complete off-axis models for after hour's scenarios, using information provided by the AFP.</li> </ul> <p>The parties are to agree on an after hours model that does not adversely affect the Base Building achieving an operational ABGR of 4.5 star by no later than Lease Commencement Date.</p>
11	Peak occupancy at level of 10 square meters per person.
12	The Building is used for the purposes of an office or other equivalent energy uses that do not cause substantial changes to the energy sub-systems.
13	<p>In conducting its modelling, the Landlord will model realistic loads based on the ABGR Validation Protocol for Computer Simulations Version 2005-01 and their consultants' engineering judgement.</p> <p>For example, with floor populations, the Engineering Services Agreed Actions from FFPR dated 5 August 2008 allows that the Tenant can populate the building to a level not exceeding 1 person per 10 sqm. The ABGR energy modelling includes an estimated figure of 1 person per 15 sqm. In its modelling, the Landlord can use the figure of 1 person per 15 sqm provided that the Tenant is not penalised in the future for populating the building to a maximum level of 1 person per 10 sqm and that the Landlord is still obligated to achieve the 4.5 star ABGR rating if that situation ever arises.</p>

**SCHEDULE 7 RULES**

**1 Not to obstruct entrances etc.**

The entrances, foyers, footpaths, passages, halls, lifts, escalators and staircases shall be used only for the purpose of access to and from the Premises and shall not be obstructed by the Tenant.

**2 Not to obstruct airconditioning ducts etc.**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not in any way cover or obstruct the airconditioning ducts and outlets or fire alarm or sprinkler systems servicing the Premises or the Building.

**3 Use of toilets etc.**

The Tenant is responsible to ensure that the toilets, sinks, hand basins and other water supply apparatus shall not be used for any purpose other than that for which they were designed and constructed.

**4 Fire Hazard**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not do anything which is likely to create a fire hazard .

**5 Defacing of Building**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not deface the Building or any part of the Building.

**6 T.V. and Radio**

Subject to clause 42 of this Lease, no television or radio mast or antenna or other equipment capable of receiving signals or communications shall be affixed to any part of the Building without the prior consent in writing of the Landlord which consent shall not be unreasonably withheld or delayed by the Landlord.

**7 Rubbish**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not throw anything out of the windows or doors or into the lift wells and the Tenant shall not allow excess rubbish to accumulate within the Premises.

**8 Accident or Defect**

- (a) The Tenant shall give to the Landlord prompt notice in writing of any accident to or defect in any of the Services.
- (b) If any fire, flooding, explosion or other sudden peril or emergency occurs and the Tenant is aware of same the Tenant shall promptly notify the Landlord.

**9 Food**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not prepare or cook food in any areas other than those areas which are provided in the Premises or the Building for that purpose and which are approved by the Landlord for this purpose.

**9 Airconditioning**

The Tenant is responsible to ensure that the windows in the Premises are not opened.

**10 Tenant's Representative**

The Tenant shall at all times nominate to the Landlord a representative of the Tenant who can be contacted on a twenty-four (24) hour basis in relation to the Premises or any emergency arising thereto.

**11 No Smoking**

The Tenant must not smoke or permit any person to smoke any form of tobacco or similar substance in the Premises or the Building.

**12 Persons for whom the Tenant is Responsible**

The Tenant is responsible to ensure that the Tenant's Employees comply with these Rules.

**13 No Burning of Waste**

The Tenant is responsible to ensure that the Tenant and the Tenant's Employees do not allow any rubbish or waste at any time to be burned on the Premises or in the Building.

**14 Auction**

The Tenant may not conduct or permit to be conducted on the Premises any auction, bankrupt or fire sale.

**15 Premises vacant**

If an entire floor of a wing in the Building or at least 1,000m<sup>2</sup> within the Basement is vacant for more than two weeks, the Tenant must notify the building manager and consent to that area not being air-conditioned.



**SCHEDULE 8 AGREED INTEGRATION WORKS**

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**SCHEDULE 9 MINIMUM DESIGN PARAMETERS**

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<b>MINIMUM DESIGN PARAMETERS</b>
<b>1 GENERAL PROVISIONS FOR ENGINEERING SERVICES</b>
<b>1.1 GENERAL</b>
Engineering Services responses for this building must specifically address in planning, design, construction, commissioning and operation the following:
Proven reliability and performance;
Ease of maintenance and replacement;
Energy efficiency as defined;
Environmental responsibility;
Cost effectiveness;
Current technology and standards;
Minimum noise and vibration characteristics;
Minimum life cycle cost;
Full compliance with The Building Code of Australia, all current statutory requirements, and related codes of practice except where building certifier, industry expert or fire engineer has provided a dispensation.
<b>1.2 COMMISSIONING TRAINING AND HANDOVER</b>
System training is to be provided for the Works providing the necessary instruction in all monitoring, control and management systems within the building.
<b>1.3 WORK AS EXECUTED INFORMATION</b>
Work as Executed information for all Engineering Services installations is to be clearly articulated. The format will be consistent across all engineering disciplines with documentation being provided on a discipline by discipline basis.

## **MINIMUM DESIGN PARAMETERS**

The following structure of the Work as Executed information will be required as a minimum and in quantities yet to be defined:

Work as Executed Drawings

Design, Installation and Authority Certifications

Operating and Maintenance Manuals

### **1.4 SECURITY OF PLANT, OPENINGS, INTAKES AND PROTECTION OF EXTERNAL & EXPOSED SERVICES**

Treatment of external services including corrosion treatment, security & vermin proofing are to be addressed.

Except for Cores 2, 3 & 6 air intakes where existing building limits compliance with security requirements.

### **1.5 EMR PROTECTION**

EMR limitations for the 415V 3 phase 50Hz electrical reticulation in all tenancy areas are to be limited to 10 milligauss measured at a 1 metre radius from the source of the interference.

This requirement only applies to tenancy spaces above ground level. It does not apply to areas surrounding the basement substation and basement mechanical plantrooms, or in the core (house) areas adjacent the electrical riser cupboards.

## **2 MECHANICAL ENGINEERING SERVICES**

### **2.1 GENERAL**

The Landlord's return documentation is to clearly identify provisions for:

Mechanical services central plant configuration with reasonable redundancy levels;

Heating water and chilled water reticulation;

Supplementary services for tenant use in completion of fit out;

Economy cycle operation of air handling plant;

## MINIMUM DESIGN PARAMETERS

Adequate zoning, after hours and 24/7 operation;

Ventilation systems.

## 2.2 MECHANICAL DESIGN PARAMETERS

In general thermal design conditions for the general office accommodation and services areas will be as follows:

Summer Outside

34.3 degrees C dry bulb.

19.6 degrees C wet bulb

Summer Inside

24.0 degrees C (22.5 degrees C plus or minus 1.5 degrees C control range).

50% relative humidity (not controlled).

Winter Outside

-2.2 degrees C

Winter Inside

21.0 degrees C (22.5 degrees C plus or minus 1.5 degrees C control range).

For the purposes of general office air conditioning design the following load allowances (note these allowance relate to heating load and not connected electrical load) are required as minimum allowances:

Equipment load: 15 watts per square metre in air conditioned areas,

Population load: 10 square metres per person in all office areas.

Population load: Heat loads for people shall be 70W/person sensible and 60W latent for all other areas.

The resultant noise generated from the commissioned Mechanical Services System will achieve, as a maximum, the levels in accordance with the

<p><b>MINIMUM DESIGN PARAMETERS</b></p> <p>requirements of AS/NZS 2107:2000: Acoustics - Recommended design sound levels and reverberation times for building interiors.</p> <p>Notwithstanding the provisions above the maximum permissible noise ratings will be as follows:</p> <p>General Office Space; NR 38</p> <p>Auditorium; NR 30</p>
<p><b>2.3 SYSTEM REQUIREMENTS</b></p> <p>The following provides the general performance criteria of the air conditioning systems within the building.</p>
<p><b>2.3.1 Days and Hours of Operation</b></p> <p>The specialised nature of the tenancy will be recognised in the design to account for normal office hours and 24/7 operation as required without a negative impact upon the required environmental performance targets of the base building.</p>
<p><b>2.3.2 After Hours Zoning</b></p> <p>Zones for after hours air conditioning shall be a maximum of 2/3 of the largest floor plate (approximately 840m<sup>2</sup>) achieved in a rectilinear fashion of adequate proportions.</p>
<p><b>2.3.3 Interior Exterior Air Conditioning Zones</b></p> <p>Control shall be provided in zones of 85m<sup>2</sup> on the perimeter and 100m<sup>2</sup> on the internal zones via chilled water and heating hot water valves on the chilled beams.</p>
<p><b>2.3.4 Filtration</b></p> <p>Air handling system filtration performance criteria and dust capacities will be nominated. All filtration will be standardised to combinations 600mm x 600mm.</p>

<b>MINIMUM DESIGN PARAMETERS</b>
<p><b>2.3.5 Central Energy Plant Configuration</b></p> <p>Central plant configurations must consist of combinations of separate chillers, cooling towers, and boilers and pumps etc such that a minimum of 70% of the peak building load is to be satisfied with any one chiller, cooling tower or boiler etc, out of commission.</p>
<p><b>2.3.6 Economy Cycle</b></p> <p>Air handling system design will maximise the use of economy cycle operation and is to be considered a key design strategy within the facility.</p>
<p><b>2.3.7 Special Parameters</b></p> <p>Nil items</p>
<p><b>2.4 SUPPLEMENTARY SERVICES FOR TENANT USE</b></p>
<p><b>2.4.1 Condenser Water System</b></p> <p>A separate riser for each 1000 sqm of floor footprint shall be provided. The capacity of this Condenser water loop shall be 1570 heat rejection;</p> <p>The design of Tenant Condenser Water System shall not allow for any diversity of operation and 100% of the capacity required by the allowances stated above shall be available for use by the Tenant on a "24 hours per day, 7 days per week, and 52 weeks per year" basis. The full system capacity will be accounted for in all ABGR calculations.</p> <p>However shut down of 50% of the system capacity will be required for maintenance of key system components i.e. pumps, heat exchangers and the like.</p>
<p><b>System Construction</b></p> <p>This system shall include:</p> <p>Stand alone water treatment;</p> <p>Stand alone pumping facilities serving the condenser water system;</p> <p>Heat rejection via combined tenant/base building cooling towers</p>

<p><b>MINIMUM DESIGN PARAMETERS</b></p>
<p>Flow and return valved connection points at each level of each wing where the condenser water loop exists in the core. The tenant shall provide solenoid shut-off valves on each individual AC unit.</p>
<p><b>Areas Served.</b> The purpose of the condenser water system is to provide cooling to packaged air conditioning units serving areas that are required to run 24 hours per day special purpose.</p>
<p><b>2.4.2 Tenant Outside Air Provisions</b> The primary system design provides a built in capacity for tenant supplementary tempered outside air of average 0.15l/s/m2 with maximum up to 0.25l/s/m2 on individual floors Additionally existing louvres in some areas of the façade (some wings and some core areas) could allow an additional 0.2l/s/m2 to be provided subject to the physical constraints of circulation of the air around the building structure and existing services.</p>
<p><b>2.4.3 Exhaust Air Provisions</b> Separate general exhaust air risers must be provided for each 1000 sqm of floor foot print at each service core to all levels and terminated at each floor with volume dampers. This general exhaust shall be sized for 0.2 l/s/sqm of GFA.</p>
<p><b>2.4.4 General Ventilation Provisions</b> The general ventilation provisions shall be in full compliance with the requirements of the current version of AS 1668 (all parts).</p>
<p><b>3 BUILDING MANAGEMENT SYSTEM</b></p>
<p><b>3.1 GENERAL</b> The building is to be provided with a Building Management System (BMS) which will provide comprehensive building automation functionality available for use by both the future Landlord and Tenant.</p>



## MINIMUM DESIGN PARAMETERS

The required general performance criteria of the system will be:

**Availability** – The system should be field proven in other installations of similar size and complexity and have demonstrated that it does not suffer from software and communication problems and must:

**Continuous Operation** – Be designed and maintained to operate 24 hours per day, 365 days per year to provide continuous monitoring and control.

**Expandability** – Must be capable of being expanded by at least 25% on I/O points equally distributed across the building.

**Flexibility** – Must be able to be:

Administered by the Landlord's facilities services staff or contractors.

Readily interrogated by non-technical Tenant personnel with minimal training.

**Competitive Pricing** – The initial choice of BMS equipment must seek to retain the capacity of the future Landlord and Tenant to competitively price modification of expansion works to the installed BMS system.

## 3.2 PROJECT PROVISIONS

The development is to be provided with a Building Management System which has the purpose of controlling not only mechanical services functions but in addition the control and monitoring of supplementary installations.

## 3.3 HEAD END EQUIPMENT

Head end equipment for the Building Management System will be provided to match the following descriptions:

One Base Building head end rack mounted server to be located in a position to be determined. The associated rack is to house a minimum of six (6) additional rack mounted servers provided by others

The use of internet based technology is to provide access to all authorised personnel. The use of password and PIN numbers shall recognise the party that has logged on and provide only the authorised level of access to the system. The system shall be capable of time efficient operation with 3 simultaneous operators.

One laser colour printer capable of printing A3 and A4 size sheets simultaneously, and shall be located adjacent to the rack mounted server;

A 24" wide screen flat panel monitor along with all other hardware components necessary to provide a complete and fully functional front end computer.

<b>MINIMUM DESIGN PARAMETERS</b>
I.e. keyboard, mouse, USB hubs and all interconnecting cables etc;
Versions current at the time of tender of supplementary software packages of Microsoft Office, AutoCAD Light and Adobe Writer shall be provided. A recognised virus protection package will also be provided, maintained and regularly upgraded throughout the defect liability period;
The Base Building systems will provide full system access and control to the Base Building users. For the Tenant operators that are given access, they will be provided the capacity for;
Viewing and control modification of the tenant systems;
Viewing only capability for base building systems and graphics;
<b>3.4 SPECIFIC FUNCTIONS</b>
Control and monitoring functions of the Building Management System will include but not be limited to the following functions:
Control and monitoring all functions 24 hours per day 7 days per week;
Control, monitoring and audible alarm functions associated with all Mechanical Services;
Alarm printing and acknowledgement;
Control and monitoring of supplementary condenser water system;
Control of after hours air conditioning to the zone sizes nominated in this SOR by way of man machine interface within each zone. The man machine interface will be an access control swipe card and associated reader and shall log all users of after hour's air conditioning with logs being stored on storage media within the hardware and be available at the head end printer (this shall be available via the security system). The swipe cards and readers will be provided as part of the Base Building Access Control System.
Connection of ancillary alarm functions associated with the Fire Protection and Detection systems;
Connection of ancillary alarm functions associated with the Hydraulic systems;
Connection of ancillary alarm functions associated with the Base Building Access Control system;
Connection of ancillary alarm functions associated with the Vertical Transportation systems;

<b>MINIMUM DESIGN PARAMETERS</b>
Connection of ancillary alarm functions associated with the Emergency Power Generation systems, Demand limiting and load shedding capabilities; Audible alarm functions with any sub system or component that will affect the amenity of any of the facility or cause the facilities to be in contravention to statutory requirements.
<b>3.5 TECHNOLOGY INTEGRATION</b>
It is the intention to provide an integrated technology solution for the automatic systems installed into this project. Communication between the following systems shall be capable, however dedicated head-end PCs shall be retained. The Mechanical BMS system; The Emergency Lighting system (existing to be retained); The Lighting Control system; The "Edge" Energy Management system (existing to be retained); Each of the above systems shall have a server provided by the relevant contractor located adjacent to the BMS rack or within the rack located adjacent to the BMS Head End provided by the BMS contractor. The BMS contractor shall provide an interface to these systems. (some of the systems shall reuse their existing servers) Were HLIs are provided the interface between the systems shall be via a MODbus, RTU, LonWorks, BACnet or other open protocol communications network.
<b>3.6 TECHNOLOGY UPGRADE</b>
Nil items
<b>4 GENERAL PROVISIONS FOR ENGINEERING SERVICES</b>
Nil new items

<b>MINIMUM DESIGN PARAMETERS</b>
<b>5 ELECTRICAL ENGINEERING SERVICES</b>
<b>5.1 PROJECT PROVISIONS</b>
The Electrical Engineering Services will include the following provisions:
Electrical supply sub-station including all fees and monies associated with supply Authority provisions;
All consumer mains;
Power factor correction equipment for the Base Building main switchboard and Tenancy main switchboard;
Digital power analysers are provided to all supplies, with the exception to the existing theatre and lift motor room DB's, and also minor service DB's of less than 100kW capacity (such as the carpark and hydraulic control panel DB)
A single unmetered 200A supply from the line side of the MSB to the childcare centre and a new metering cubicle for the childcare tenancy.
A new unmetered 200A supply to the existing Café board from the line side of the MSB and a new metering cubicle for the cafe tenancy,
Submains to all Base Building and Tenancy services including but not limited to Vertical Transportation, Mechanical Services, Fire Services, Security Services, general light and power;
Tenancy distribution boards including a metered lighting chassis and metered general power chassis on each level at each riser of the building connected to the electrical check metering system nominated within this SOR;
Electrical consumption monitoring system;
Light and power sub circuit wiring;
Luminaires;
An Automated Lighting Control system;
Cable reticulation system
A fully monitored Exit and Emergency Lighting Control System;

<b>MINIMUM DESIGN PARAMETERS</b>
Lightning protection;
Master Antenna Television System;
<b>5.2 ELECTRICAL SUPPLY AND SUB STATION</b>
Existing substations are being retained
Expansion Space allocated to each sub station on the site to accommodate for one additional transformer equal in size to largest unit being installed on the site.
<b>5.3 STANDBY POWER – BASE BUILDING</b>
<b>5.3.1 General</b>
Base building standby power to PCA 'A' grade requirements. Spatial provision in plant rooms for future tenant backup power supply
<b>5.3.2 System Requirements</b>
Base building generator is to PCA 'A' grade requirements. It operates via an ATS and a shunt trip contactor in each MDB, and does not allow for any further level of load shedding/ demand limiting. Testing is via building load only.
<b>5.3.3 Reticulation</b>
Nil
<b>5.3.4 Fuel Storage</b>
The base building (PCA A-grade generator) has been designed with a day tank only.

<b>MINIMUM DESIGN PARAMETERS</b>
<b>5.3.5 Component Location</b>
Existing base building generator location to be retained
<b>5.3.6 Uninterruptible Power Supply Capability</b>
It is intended that the AFP will as part of the fit out works will install and commission a comprehensive Uninterruptible Power Supply network. The system will services data and communications, security and other specialist facilities.
The landlord is to provide for fit out by the AFP, a UPS plantroom and separate battery storage area below ground level of sufficient size to support a UPS infrastructure of 10va per m2 of NLA in four separate systems. The plant space will be,
Fire rated construction equal to FRL 120/120/120
Include sufficient space for the installation of appropriate control and maintenance bypass arrangements associated with each installation.
<b>5.4 SWITCHBOARDS</b>
<b>5.4.1 General</b>
Form of construction for switchboards shall be as follows:
Main switchboards 3b
Mechanical Services boards 2
Base Building and Tenant Distribution boards 2
Load Centres serving equipment 2
<b>5.4.2 Main Switchboard Construction</b>
The construction of the main switchboards will include for:

**MINIMUM DESIGN PARAMETERS**

Dead front welded metal construction;

Circuit breakers controlling incoming and outgoing supplies;

Digital power analysers;

DPA's are provided to all supplies, with the exception to the existing theatre and lift motor room DB's, and also minor service DB's of less than 100kW capacity (such as the carpark and hydraulic control panel DB).

Adequate busbars and main switch spare capacity;

Adequate spare breaker capacity for outgoing circuits including busbar and chassis arrangements ready for future breaker installation;

The main switchboards must be provided with surge diversion equipment installed adjacent to the boards;

**5.4.3 Distribution Boards**

The construction of the distribution boards for both Base Building and Tenancy Fit out is required to include for:

Being located in a locked cupboard which will be vertically aligned through the building levels and adjacent rising main cable risers;

Each DB shall have a capacity equal to or greater than that required by the sub main that is supplied to it;

Provision of combined residual current device circuit;

Provision of separate Type 1 kWh meters to all lighting chassis and separately to all power chassis within Tenancy Distribution Boards including connection to the electrical consumption monitoring system.

DPA's are provided to all base building DB's, with the exception to the existing theatre and lift motor room DB's, and also minor service DB's of less than 100kW capacity (such as the carpark and hydraulic control panel DB).

**5.5 ELECTRICAL METERING AND MONITORING SYSTEM**

Provide a stand alone Energy Monitoring System for connection to all kWh meters. The Energy Monitoring System shall include for:

Full compatibility with all metering being installed;

## **MINIMUM DESIGN PARAMETERS**

Provision of Head End equipment and software so as to enable collation of all metering output data at a minimum of 15 minute intervals. The equipment and software will be equal to "Edge" Intelligent Metering System with appropriate channel allowance for all nominated metering inputs. See The BMS Technology Integration section for details of how this is to be combined with other packages;

Distributed data collection such that loss of power to the Head End equipment or damage to the data cabling infrastructure will not cause loss of any data or information in the form of local data history within each meter equal to 60 days normal operation;

Establishment of data base and establishment of reporting outputs to demonstrate compliance with energy target requirements;

Monitoring and totalisation of potable water consumption;

Monitoring and totalisation of natural gas consumption;

DPA's are provided to all base building DB's, with the exception to the existing theatre and lift motor room DB's, and also minor service DB's of less than 100kW capacity (such as the carpark and hydraulic control panel DB).

All Tenancy distribution boards shall be provided with energy management meters to separately monitor the lighting loads and separately monitor the power loads;

## **5.6 SUB MAIN INSTALLATIONS**

The sub main installation for both Base Building and Tenant supplies is required to include for:

Separate sub mains from the main switchboard for Mechanical Services, essential services such as lifts, fire service and EWIS and all other loads in excess of 50kW;

Provision of fused tee off boxes separate but next to distribution boards where rising sub mains are serving Base Building and Tenancy distribution boards vertically through aligned enclosures, including provision of spare fuses at each box. The use of isolators at T off points is not permitted;

Provision of separate earth conductors for each sub main. When passing through fused tee off boxes the disconnection or interruption of any phase will not interfere with earthing continuity;

Tenant rising sub mains will be sized to accommodate the office demand and shall in any case be rated at a minimum of 75VA/m2 excluding a/c (net tenant area) and 80VA/m2 excluding take off points

Provision of full size neutrals to all mains and sub main cabling.



<b>MINIMUM DESIGN PARAMETERS</b>
<b>5.7 ARTIFICIAL ILLUMINATION</b>
Fluorescent luminaires will be used throughout all areas of the building including but not limited to office areas, wet areas, stairways, service areas, plant rooms.
<b>5.7.1 Office Space Lighting</b>
Office space lighting must be designed to accommodate use of screen based equipment and in particular the control of glare and background lighting levels. This shall apply to all internal areas of the building unless defined otherwise herein.
The lighting installation is required to include for:
Power density levels to a maximum of 6.5 watts per square meter for office space lighting based upon open plan configuration;
Minimal use of dimming to achieve required power densities and illumination levels;
Security lighting which will allow unrestricted entry / egress to and from office spaces without the requirements for supplementary lighting;
Separate grouping is to be provided for offices, meeting rooms, resource areas, plant rooms, store rooms, wet areas, tea rooms and break out points;
Selected luminaires shall include for the following:
Electronic dimmable ballasts;
Provided with one ballast per luminaire;
Be power factor correct to minimum of 0.95 lagging;
Utilise T5 lamps.
<b>5.7.2 Wet Areas</b>
Wet areas must be provided with recessed fluorescent luminaries.

<b>MINIMUM DESIGN PARAMETERS</b>
<b>5.7.3 Plant and Service Spaces</b>
Plant rooms, service rooms, and cupboards greater than 2.0 m <sup>2</sup> must be provided with fluorescent luminaires fitted with protective wire guards.
<b>5.7.4 External Lighting</b>
<b>External Lighting</b>
External lighting shall;
External lighting design to be agreed between Tenant and Stockland but to be maximum of 15kW in total
Shall comply with the latest revisions of the ACT Crime Prevention and Urban Design Resource Manual and AS 1158 Lighting for Roads and Public Spaces and to suit a medium risk carpark.
<b>Carpark lighting</b>
Basement Car park lighting is to be energy efficient lighting set to operate on movement sensors with timers set to 10 minutes. This control cannot be overridden by the tenant.
<b>5.8 LIGHTING CONTROL SYSTEM</b>
The lighting control system supplied is C-Bus, which serves all tenant areas above ground level. Space has been provided in the basement tenant office space DB's for C-Bus
<b>5.8.1 Areas to be Served</b>
The following areas shall be served by the Lighting Control system:
Offices Areas on upper floors and basement;
Childcare centre area
Carparks, Plant rooms, Lobbies, wet areas and storeroom outside the tenant space as well as other house areas are not served by the tenant C-Bus

<b>MINIMUM DESIGN PARAMETERS</b>
system
<b>5.8.2 Front End Provisions</b>
Provide the following;
<b>5.8.3 Essential Inclusions</b>
Provide for the following;
Daylight harvesting;
PIR control to all areas;
C-bus lighting control has spare capacity of 22% on long wings and 82% on short wings, however over and above this spatial provisions have been made in the floor DB's to accommodate and additional 100% of future equipment.
<b>5.9 EXIT &amp; EMERGENCY LIGHTING SYSTEM</b>
<b>5.9.1 General</b>
The monitored Exit and Emergency system is Famco, which is to be retained
Fittings will be self contained battery operated fittings and fully maintained;
Emergency lighting to the secure car park, plant spaces, loading dock and the like are to be included with the fluorescent fittings for those areas;
All exit and emergency fittings will be monitored by a control system Front End;
A minimum of one area controller per service core of each level.
<b>5.9.2 Head End Provisions</b>
Nil

**MINIMUM DESIGN PARAMETERS**

**5.10 GENERAL POWER OFFICE AREAS**

**5.10.1 General Purpose Outlets**

House power for cleaning is provided in the cores, one outlet per side of the lobby, plus an outlet in the store room.

Outlets are provided to toilet areas, power outlet is provided adjacent lockers outside the accessible shower, but not within the accessible shower room itself.

One outlet within all cleaners rooms;

General purpose power outlets to car parks, which are to included in the stage 2 design works.

All plant spaces will be served by one double outlet and when the space exceeds 10 square metres at a density of 1 per 10 square metres. These are to be included in the stage 2 design works.

**5.11 LIGHTNING PROTECTION**

AS 1768-2003: Lightning Protection standard has been used to calculate risk index for the buildings, with the existing buildings lightning protection is deemed acceptable.

**5.12 MASTER ANTENNA TELEVISION SYSTEM**

A Master Antenna Television System must be provided in the building. This system is required to be reticulated from a central amplifier installation point at roof level.

The coaxial cabling must be reticulated to floor combiners that shall be located in the vertical cable enclosures.

**5.13 STRUCTURED CABLE MANAGEMENT SYSTEM**

A structured cabling system has been agreed upon, including three off 300mm tenant cable trays in each spandrel, plus 2 off 300mm tenant cable trays to reticulate around the perimeter of each wing – refer to sketches presented previously.

For basement office areas the Structured Cable management will be designed to be equivalent to 150 mm X 50 mm 2 channel ducted skirting and 2 X 300 mm cable trays in the ceiling space from the DB serving the area to the opposite wall.

<b>MINIMUM DESIGN PARAMETERS</b>
<b>5.13.1 Skirting Duct System</b>
Nil skirting duct proposed to date.
<b>5.13.2 Cable Enclosures</b>
Light and power rising sub mains and distribution boards, mechanical services rising sub mains.
<b>5.13.3 Incoming Conduiting System</b>
Telecommunications Easements exist in the following locations
<ol style="list-style-type: none"> <li>1. Off Broughton Street South of Core 2. This is the existing 6x100 mm incoming Telstra conduits to BD 1.</li> <li>2. Off Macquarie Street West of Core 6. There are no telecommunications services coming into the building at this location</li> </ol> <p>The existing Optus cable from Kings Avenue South of Core 1 is to be removed inside the building. Optus are currently looking at the relocation of their supply to the building into one of the above two access points. Stockland confirm that there is no intention to remove the existing Optus Pit and incoming conduit runs from Kings Avenue to the building.</p>
<b>6 FIRE PROTECTION &amp; DETECTION ENGINEERING SERVICES</b>
<b>6.1 PROJECT PROVISIONS</b>
The Fire Protection and Detection Engineering Services for the building will include the following provisions:
Provision of Fire Protection and Detection Systems in accordance with the Building Code of Australia, except where dispensation has been provided by the relevant authority;
Provision of a smoke hazard management in accordance with the requirements of the Building Code of Australia, except where dispensation has been provided by the relevant authority.
Provision of an Emergency Warning and Intercommunication System
Portable fire products including extinguishers, blankets and the like;
Provision of an external and internal hydrant system;

## MINIMUM DESIGN PARAMETERS

Provision of an internal fire hose reel system;

Provision of VESDA system to 440m<sup>2</sup> of computer room to be located within the Basement.

Provision of ancillary alarm outputs from and to the various sub systems such as the Base Building Security System and the Building Management System;

## 6.2 SPECIFIC SYSTEM REQUIREMENTS

The building will be served with Fire Detection and Protection Systems in accordance with the requirements of the Building Code of Australia, except where dispensation has been provided by the relevant authority; However the following specific system requirements will be included:

### 6.2.1 Fire and Smoke Detection and Protection Systems

The following specific provisions will be included as part of the system/s installations:

A general alarm output will be provided for and connected to the Building Management System;

A general alarm output will be provided for and connected to the Base Building Security System for release of all security doors in the event of fire;

A general alarm output will be provided for and connected to all auto door controllers for release of all auto doors in the event of fire;

35% spare capacity within the FIP without the need to extend the system. This is to include all additional zone cards and any other hardware and software required to make the panel fully complete;

Fire detection systems are to be fully analogue addressable.

Fire Fan Control Panel if required as a result of compliance with the Building Code & Authorities will be collocated with the main Fire Indicator Panel.

A fire sprinkler system that complies with the Building code of Australia will be installed into the building in the areas nominated and the sprinkler heads will be connected to the system using 1200 mm long flexible droppers. An additional 100 X 1500 mm droppers to allow Fitout churn will either be installed to key locations by Stockland or provided to the tenant.

### 6.2.2 Emergency Warning and Intercommunication System

The building will be served by a full EWIS throughout in accordance with relevant statutory requirements.

The following provisions will be included as part of the system installation:

<b>MINIMUM DESIGN PARAMETERS</b>
35% spare capacity within the EWIS without the need to extend the system. This is to include all additional zone cards and any other hardware and software required to make the panel fully complete. The panel is to include for amplifiers etc to operate the full capacity (including spare) of the system.
<b>6.2.3 Portable Fire Products</b>
The placement of portable fire products will be completely in accordance with:
ACT Fire Brigade;
All parts and amendments of AS 1841 and AS 1850.
Signage associated with identification of portable fire products will be equal in quality to Base Building signage.
<b>7 HYDRAULIC ENGINEERING SERVICES --</b>
<b>7.1 PROJECT PROVISIONS</b>
The Hydraulic Engineering Services will include the following provisions:
Metered domestic cold water reticulation serving all fixtures and required back flow prevention in each case;
Domestic hot water independent of the system serving the Mechanical Services installation
Branched valved connections for cold water supply for Tenant future connections;
Water conservation measures;
Shower and toilet facilities;
Provisional sanitary drainage stacks to service the net lettable area;
Fixtures and fittings;
Metered natural gas supplies as required;
Water Demand Sub Metering shall be provided.

<p><b>MINIMUM DESIGN PARAMETERS</b></p>
<p><b>7.2 COLD WATER SUPPLIES</b></p>
<p>The cold water requirements for the building will be constructed in accordance with all relevant codes and Authority requirements and will be inclusive of the following:</p>
<p>Provision of metered cold water supply connected to the <u>Energy Monitoring System</u> for totalisation of water supplies;</p>
<p>Provision of 25mm valved cold water points for Tenant use on each level at each service core;</p>
<p><b>7.3 HOT WATER SUPPLIES</b></p>
<p>The hot water requirements for the building will be constructed in accordance with code and Authority requirements and will be inclusive of the following:</p>
<p>Generation of hot water independent of any Mechanical Services boiler plant. The methodology for generation will not compromise the overall SOR requirement of providing an ABGR 4.5 star rating;</p>
<p>Landlord will target (subject to Planning Authority approval). Generation of hot water by gas fired heaters with solar collectors contribution set at 30% based on a February solar contribution.</p>
<p>Hot water is to be provided to all basins, sinks, showers and other fixtures via thermostatic mixing valves, tempering valves and the like as required by the regulatory authority;</p>
<p>Energy used in the generation of hot water will be monitored by the <u>Energy Monitoring System</u>.</p>
<p><b>7.4 PROVISIONAL SANITARY DRAINAGE</b></p>
<p>Except in basement where design is not yet finalised the existing Sanitary facilities in each core will be upgrade to comply with the BCA. Additionally new sanitary stacks will be installed to the wings: At ½ way point on short wings and 1/3 points on long wings</p>
<p>The locations of on floor tearrooms will be limited by the physical constraints of circulation of the pipework around the building structure and existing services to allow connections into the existing core and new wing stacks.</p>
<p><b>7.5 NATURAL GAS SUPPLIES</b></p>
<p>Natural gas supplies are to be provided to the building for various base building and tenant functions. Each supply will be separately metered and totalisation of consumption shall allow interrogation by the <u>Energy Monitoring System</u>.</p>



<b>MINIMUM DESIGN PARAMETERS</b>
<p><b>7.6 WATER AND ENERGY CONSERVATION</b></p> <p>Base building provisions will be made for significant reduction in on site water use. Water conservation techniques to be adopted will include but not be limited to the following systems.</p>
<p><b>7.6.1 Water Flow Restriction</b></p> <p>The following systems will be included in the Base Building provisions to reduce water flow and control usage:</p> <p>Flow control system on tap ware</p> <p>Provision of efficient low water use landscape water system inclusive of moisture sensing equipment and the like;</p>
<p><b>7.6.2 Non-potable Water Supply</b></p> <p>A non-potable water supply shall be provided for use in flushing and landscape watering. It shall be sized to provide a full 7 days storage and operation and shall include the following components:</p> <p>Rain water harvesting;</p>
<p><b>7.7 FIXTURES &amp; FITTINGS</b></p> <p>Flow rates to tapware will be based on AS6400:2005 with the following ratings:</p> <p>Basins – 6 Star (not more than 4.5L/min)</p> <p>Showers – 3 Star (more than 7.5L/min but not more than 9L/min. It should be noted that there is no higher rating at present)</p> <p>Sinks – 4 Star (more than 6L/min but not more than 7.5L/min)</p>
<p><b>7.7.1 Specific Fixture Requirements</b></p> <p>The following states the minimum acceptable quality for specific fixtures and fittings;</p> <p>Toilet Pan &amp; Seat - China toilet pan smooth sides and concealed plumbing fittings with the wall-faced concept providing optimum ease of cleaning. A 3 / 4.5 litre flush is to be provided.</p>

<b>MINIMUM DESIGN PARAMETERS</b>
Urinals – China wall mounted individual urinals are to be provided with low flow flush
Basin - Ceramic washbasin wall mounted. Suitable for single outlet.
<b>7.8 TRADE WASTE PROVISIONS</b>
A grease trap shall be provided with all associated trade waste piping, permits, approval and certifications required to service a 200 seat café within the building in a location yet to be determined.
<b>7.9 LANDSCAPE WATERING SYSTEM</b>
A full and complete low water use Landscape Watering System shall be provided and shall be fed from the rainwater storage system. Noting this documentation and work is part of Stage 2.
Both rainwater reuse and potable water makeup will be metered.
<b>7.10 HYDRAULIC SERVICES EXCLUSION ZONES</b>
Nil
<b>8 VERTICAL TRANSPORT SERVICES</b>
<b>8.1 PROJECT PROVISIONS</b>
Vertical Transportation Provisions will meet the design parameters nominated below.
<b>8.2 DESIGN PARAMETERS</b>
<b>8.2.1 General</b>
Specific design parameters to be adopted will include but not be limited to the following:
A maximum waiting interval at terminal lobbies of 30 seconds;

**MINIMUM DESIGN PARAMETERS**

Population will be based on 1 person per 12m<sup>2</sup> net lettable area;

All lift cars will serve all levels of the building excluding plant levels

**8.2.2 Essential Inclusions**

Each car shall include as a minimum:

Voice annunciation identifying direction of travel and arrival at floor;

Optical three dimensional passenger detection on all landing doors;

Car visual display units identifying direction of travel, building address, arrival floors and capacity for further easily programmable information;

Emergency call functions will be hands free operation;

All car lighting will be concealed;

All cars will be equipped with emergency lighting;

All cars will include exclusive service control;

All cars will include fireman's service control;

All cars will be equipped with disabled facilities in accordance with Statutory Authority requirements;

High quality lift car finishes;

Space provision on all in car control panel for mounting of an access control reader

Noise levels within the building and outside of the lift shafts and motor rooms shall not exceed 55 dba unless other values are nominated elsewhere within this document.

Programmable In Car audio and video for the purpose of information display;

Floor landing lanterns shall as a minimum:

Indicate direction of travel;

Be equipped with volume adjustable sounders to indicate car arrival and travel direction;

Landing doors shall as a minimum:

**MINIMUM DESIGN PARAMETERS**

Be 2 panel centre opening;

The Base Building Lift Contractor is to provide the trailing cables etc within all lift cars and to all landings and terminating in the Lift Motor Rooms so as to allow future connection to the fitout Access Control system for full operation of the lifts.

Space provision on all landing call button escutcheon plates for mounting of access control reader.

**8.3 GOODS HANDLING & STRETCHER FACILITY**

One car per lift bank will be nominated for goods handling. As a minimum these lifts will be provided with:

Exclusive service over ride;

Fireman's service control;

Heavy duty removable curtains to protect lift car finishes;

Minimum load capacity of 1088 kg;

**8.4 LIFT MONITORING AND CONTROL SYSTEM**

Lift system faults shall be monitored by the BMS

**9 COMMUNICATIONS SERVICES**

**9.1 PROJECT PROVISIONS**

The Communication Services will include the following provisions:

Provision of incoming services as determined in negotiation with relevant service providers;

Termination disconnect blocks and frames for both lead in and distribution voice cabling;

Termination of incoming voice cabling;

Records for line terminations;

All structured cable management;

<p><b>MINIMUM DESIGN PARAMETERS</b></p>
<p>Mobile phone coverage is to be available to 100% of the GFA in upper floor areas</p>
<p>Provision of basement computer room area at a rate of 0.01m<sup>2</sup> per 1m<sup>2</sup> of NLA equal to 440m<sup>2</sup>. The space which is limited to a designated area of the basement has an existing raised floor. The walls to be constructed to Protective Security Manual requirements to Secure Area level. The walls will be full height plasterboard walls with plywood sheeting. The ceiling will be suitable for normal office function and other than the provision of a VESDA system no changes to building services will be made.</p> <p>Computer flooring will only be provided if the computer room is located where there is existing computer flooring is in the basement.</p>
<p><b>9.2 TELEPHONE CABLING</b></p>
<p><b>9.2.1 Voice Lead In Cabling</b></p>
<p>Negotiations are yet to be completed with service providers for incoming voice cabling from the site boundary. The landlord shall include for all works including conduiting, cabling and other requirements inclusive of all telecommunications fees and costs required to achieve the completed and operational installation as set out below.</p>
<p><b>9.2.2 Incoming Cable Management System</b></p>
<p>Currently only one set of 100mm incoming conduits exists, entering BD 1 from Broughton Street. Similarly, while a spatial provision exists for a second BD, it is not currently documented to be constructed – the second BD and the second set of conduits will be part of stage 2 works</p>
<p><b>9.2.3 Building Distributor Room Provisions</b></p>
<p>The provisions in the building distributor room will include but not be limited to the following requirements;</p>

**MINIMUM DESIGN PARAMETERS**

**Location**

Two BD rooms to be in the locations and sizes as agreed drawings. While a spatial provision exists for a second BD, it is not currently documented to be constructed – the second BD and the a/c to both BD's will be part of stage 2 works

**Construction**

The building distributor rooms construction will include but not be limited to the following:

Be separately fire rated construction equal to FRL 120/120/120;

Be a separate accessible rooms;

Allow unencumbered access to all carrier terminal disconnection blocks, Krone frames, and lead in conduiting;

Have required separation between power and communications cabling;

Space allowance for installation and maintenance of all service provider fibre optic termination equipment.

Be in an area free from ingress of dust and moisture and not subject to damp and or humid conditions for the life of the cabling system;

Be provided with a Structured Cable Management System.

Be suitability for 24 hour, 7 day operation on a stand alone basis.

**Building Distribution Frame**

Building distribution frames are to be provided in each main distributor room and will include:

All terminal disconnection blocks and Krone frames necessary for termination of all incoming supplies including all components and cable supply and installations, terminations and fit off to all incoming services;

Record books will be supplied and installed adjacent the distribution frame with all relevant details associated with the completed line terminations. If the distribution frame is wall mounted;

Clearance from FFL to any overhead cable management.

**9.2.4 Supplementary Voice and Broadband Lines**

The following essential service voice lines including cabling (rated as required), fees and charges applicable for the 104 week Defects Liability Period will

<b>MINIMUM DESIGN PARAMETERS</b>
be provided and terminated immediately adjacent the related equipment.
The fire protection and detection alarm panels and or fire sprinkler valve sets;
The Base Building Management System head end location;
The lift motor rooms for connection of emergency communications line at one per lift;
The lift motor rooms for connection of the lift monitoring system;
The Base Building Security System head end location.
In addition to the essential services voice lines, a broadband connection shall be provided directly adjacent to the BMS Front End that is equal to ADSL-2 and shall operate at the maximum speed possible for sending and receiving. The entire installation including fees and charges applicable for the 104 week Defects Liability Period shall be included.
<b>9.3 INCOMING ICON NETWORK INFRASTRUCTURE</b>
Nil. This is part of the Stage 2 works.
<b>10 SECURITY SERVICES</b>
<b>10.1 PROJECT PROVISIONS</b>
The Base Building Provisions for Security Services for the building will be as existing with reconnection to new head end proposed as part of stage 2 works
<b>10.2 CONDUIT PROVISIONS</b>
Existing Conduits to remain for potential re used by AFP
<b>10.3 EXTERNAL CONDUIT AND CABLING PROVISIONS</b>
Nil

**MINIMUM DESIGN PARAMETERS**

**10.4 ACCESS CONTROL & CCTV SYSTEM**

- The Access Control and CCTV system will be installed and managed by the AFP



**PART 1. SIGNATURES**

**Signed for and on behalf of the  
Commonwealth of Australia by:** )

)

\_\_\_\_\_  
Signature of Witness )

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Name of Authorised Person in full

SIGNED by )

as attorney for **Trust Company  
Limited ABN 59 004 027 749** under  
power of attorney registered number  
[insert] in the presence of: )

\_\_\_\_\_  
Signature of Witness

By executing this agreement the  
attorney states that the attorney  
has received no notice of  
revocation of the power of  
attorney

\_\_\_\_\_  
Name of Witness (block letters)

**Executed by Stockland Trust** )  
**Management Limited ABN 86 001** )  
**900 741** in accordance with section )  
127(1) of the *Corporations Act* 2001 )  
(Cth): )

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other  
Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director  
in full

**ANNEXURE D. RETAIL LEASE**



*Australian Government Solicitor*

**RETAIL LEASE**

LEASE IN RELATION TO EDMUND BARTON BUILDING

Commonwealth of Australia represented by Australian Federal Police  
ABN 17 64 931 143

Tenant

Trust Company Limited ABN 59 004 027 749

Landlord

Stockland Trust Management Limited ABN 86 001 900 741

Responsible Entity

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**ACKNOWLEDGEMENTS UNDER THE  
LEASES (COMMERCIAL AND RETAIL) ACT 2001**

The Tenant acknowledges:

- 1 the Tenant received a disclosure statement which complied with sections 30 and 31 of the *Act*; and
- 2 a certificate under section 30(5) of the *Act* was given to the Landlord; and
- 3 before this lease was entered into the Landlord told the Tenant about the approved handbook (as contemplated under section 35(2) of the *Act*).

**LEASE**

**Date**

This Lease is dated

**Parties**

This Lease is made between and binds the following Parties:

1. Commonwealth of Australia represented by Australian Federal Police ABN 17 864 931 143 of 68 Northbourne Avenue Canberra ACT 2600 (Tenant)
2. Trust Company Limited ABN 59 004 027 749 of Level 4, 35 Clarence Street, Sydney, NSW, 2000 (Landlord)
3. Stockland Trust Management Limited ABN 86 001 900 741 of Level 25, 133 Castlereagh Street, Sydney, NSW, 2000 (Responsible Entity)

**Operative provisions**

In consideration of the mutual promises contained in this document, the Parties to this Lease agree as follows:

**1. Interpretation**

**1.1. Definitions**

- 1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

<b>Amount of the Consideration</b>	means:	<ol style="list-style-type: none"><li>a. the amount of any payment in connection with a supply; and</li><li>b. in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.</li></ol>
<b>Basement</b>	means	the basement forming part of the Building.
<b>Building</b>	means	the building located on the Land including the Basement.
<b>Business Day</b>	means	each day except Saturdays, Sundays and public holidays in the Jurisdiction.



<b>Commencement Date</b>	means the commencement date specified in Item 3 of Schedule 1.
<b>Crown Lease</b>	means the crown lease of the Land and includes: <ul style="list-style-type: none"><li>a. any certificate of title issued in respect of it; and</li><li>b. any variations to it.</li></ul>
<b>Custodian</b>	is defined in Clause 17.1.1.c.
<b>First Further Term</b>	is defined in Item 12 of Schedule 1.
<b>Further Term</b>	means any period specified in Item 12 of Schedule 1.
<b>GST</b>	means the same as in the GST Law.
<b>GST Law</b>	means the same as GST law means in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>Jurisdiction</b>	means the State or Territory in which the Land is located.
<b>Land</b>	means the land described in Item 1 of Schedule 1.
<b>Landlord's Employees</b>	means each of the Landlord's officers, employees, agents, contractors and invitees (excluding the Tenant and the Tenant's Employees).
<b>Lease</b>	means this Lease and the Schedules.
<b>Leases Act</b>	means the <i>Leases (Commercial and Retail) Act 2001</i> .
<b>Month</b>	means calendar month.
<b>Monthly</b>	means calendar monthly.
<b>Notice</b>	includes a consent, request or demand.
<b>Office Lease</b>	means the lease between the Landlord and the Tenant for the remaining parts of the Land and Building which are not part of the Premises.
<b>Party</b>	means a party to this Lease.
<b>Permitted Use</b>	means the permitted use specified in Item 4 of Schedule 1.
<b>Premises</b>	means those parts of the Building identified in Item 2 of Schedule 1.
<b>Related Body Corporate</b>	has the meaning it has in the Corporations Act 2001 (Cwth).
<b>Rent</b>	means the amount specified in Item 7 of Schedule 1.
<b>Responsible Entity</b>	is defined in Clause 17.1.1.e.
<b>Schedule</b>	means a schedule of this Lease.
<b>Tax Invoice</b>	has the meaning it has in the GST Law.

<b>Tenant's Employees</b>	means each of the Tenants' employees, agents, contractors and invitees and Tenant's Subtenants.
<b>Tenant's Representative</b>	means the representative appointed by the Tenant, which at the date of this Lease is the person specified in Item 14 of Schedule 1.
<b>Tenant's Subtenants</b>	means any person (not being the Tenant) entitled to occupy the Premises during the Term (or any extension of it or holding over under it), and that person's employees, officers, agents, contractors and invitees.
<b>Term</b>	means the period specified in Item 3 of Schedule 1 and where the context permits any extension or renewal.
<b>Trust</b>	is defined in Clause 17.1.1.f.

**1.2. Interpretation**

1.2.1. Unless the contrary intention appears, a reference in this Lease to:

- a. (variations or replacement) a document (including this Lease) includes any variation or replacement of it;
- b. (this lease) "this Lease" includes all Schedules and annexures to it;
- c. (clauses, annexures and schedules) a clause, annexure or Schedule is a reference to a clause in or annexure or Schedule to this Lease;
- d. (reference to statutes) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- e. (law) "law" means common law, principles and doctrines of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- f. (singular includes plural) the singular includes the plural and vice versa;
- g. (person) "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or an authority;
- h. (Party) a Party includes the Party's successors and permitted assigns;
- i. (executors, administrators, successors) a particular person includes their executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- j. (body ceases to exist) a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;

- k. (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- l. (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- m. (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- n. reference to a right includes a remedy, authority or power;
- o. (dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- p. (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- q. (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- r. (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- s. (meaning not limited) the words "include", "includes", "including", "for example", "such as" or "in particular" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- t. (next day) if an act under this Lease to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- u. (next Business Day) if an event under this Lease must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day;
- v. (time of day) time is a reference to time in the capital city of the Jurisdiction;
- w. (reference to anything) anything (including any amount) is a reference to the whole and each part of it;
- x. (Commonwealth Department) a Commonwealth Department or body includes any replacement or substitute Commonwealth body performing the relevant functions of the previous department or body; and
- y. (consent) approval or consent, is a reference to prior written approval or prior written consent.

- 1.2.2. As far as possible all provisions in this Lease must be construed so as not to be invalid, illegal or unenforceable.
- 1.2.3. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- 1.2.4. If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 1.2.5. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.

### **1.3. Headings**

- 1.3.1. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Lease.

### **1.4. When things can be done**

- 1.4.1. If a payment is due or a thing is to be done on other than a Business Day that payment must be made or the thing done on the next Business Day.

### **1.5. GST**

- 1.5.1. Unless otherwise expressly stated, all amounts or other sums payable or consideration to be provided under this Lease are exclusive of GST.
- 1.5.2. If a supply under this Lease is subject to GST the recipient agrees, subject to clause 1.5.4 to pay the supplier an additional amount equal to the Amount of the Consideration multiplied by the prevailing GST rate.
- 1.5.3. The additional amount referred to in clause 1.5.2 is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- 1.5.4. The supplier must deliver a Tax Invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 1.5.2. The recipient can withhold payment of the amount until the supplier provides a Tax Invoice or an adjustment note, as appropriate.
- 1.5.5. If an adjustment event arises in respect of a taxable supply made by a supplier under or in connection with this Lease, the amount payable by the recipient under clause 1.5.2 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or the supplier to the recipient as the case requires.

- 1.5.6. Where a party is required under this Lease to pay or reimburse an expense or outgoing of another party the amount to be paid or reimbursed by the first party will be the sum of:
- a. the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
  - b. if the payment or reimbursement is subject to GST, an amount equal to that GST.

**1.6. Applicable law**

- 1.6.1. The law of the Jurisdiction applies to the construction of this Lease.

**1.7. Application of Leases Act**

- 1.7.1. The parties acknowledge and agree that this Lease is subject to the Leases Act for as long as and to the extent that it may apply to it.
- 1.7.2. If, at any time, the Leases Act ceases to apply to this Lease, or to the extent that it ceases to apply to this Lease, this Lease will not be subject to the Leases Act and will no longer be deemed to contain the provisions which it must contain under the Leases Act.

**2. Grant of Lease**

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**2.1. Lease of the Premises**

- 2.1.1. The Landlord leases the Premises to the Tenant:
- a. for the Rent;
  - b. for the Term; and
  - c. on the terms contained in this Lease.

**3. Rent**

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**3.1. Amount and payment of Rent**

- 3.1.1. The Tenant must pay the Rent (without set off or deduction unless otherwise permitted by this Lease) on demand and the Rent will not be subject to review.

**3.2. No change in Rent**

- 3.2.1. The Rent is not subject to review and will not change during the Term.

**4. Sale by Landlord**

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- 4.1.1. The Landlord may not dispose of its interest in this Lease unless it does so in accordance with the terms of and in conjunction with a disposal of its interest in the Office Lease.

**5. Use of Premises**

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- 5.1.1. The Tenant is entitled to use the Premises for the Permitted Use.
- 5.1.2. The Landlord must notify the Tenant in writing of all relevant floor and lift loadings. The Tenant must not exceed these loadings.
- 5.1.3. The:
- a. Tenant will ensure that the Tenant and the Tenant's Employees; and
  - b. Landlord will ensure that the Landlord and the Landlord's Employees, do not do anything which constitutes a breach of the Crown Lease.
- 5.1.4. The Landlord must not vary the Crown Lease in any way which prejudices the rights of the Tenant under this Lease without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed and may be granted subject to reasonable conditions).

**6. Assignment and subletting**

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**6.1. Consent to assignment and subletting**

- 6.1.1. The Tenant may not assign, sub-let, part with possession or deal with its interest in this Lease other than in accordance with this clause.

**6.2. No assignment of Lease without assignment of Office Lease**

- 6.2.1. Subject to clauses 6.3 and 6.4, the Tenant may not assign, sublet, part with possession of the Premises or otherwise dispose of its interest in this Lease unless it does so in accordance with the terms of and in conjunction with the Office Lease.
- 6.2.2. If the Tenant assigns, parts with possession, sublets the whole or disposes of its interest in the Office Lease, it will automatically be deemed to have also assigned, parted with possession, sublet the whole or disposed of its interest in this Lease, and the Landlord and the Tenant must promptly sign all documents to give effect to the transaction.

**6.3. Consent to subletting of part**

- 6.3.1. The Tenant may sub-let part only of the Premises after obtaining the Landlord's prior consent to do so.

- 6.3.2. Any request for consent to sublet part only of the Premises must be:
- a. made by the Tenant in accordance with clause 13.4 of the Office Lease; and
  - b. considered by the Landlord in accordance with clause 13.5 of the Office Lease.

**6.4. No consent for licence**

- 6.4.1. The Tenant may licence the whole or part of the Premises to a café and/or child care operator (as relevant) without the consent of the Landlord. The Tenant must notify the Landlord of any action taken in the exercise of its rights under this clause 6.4.1.

**6.5. Tenant's Subtenants**

- 6.5.1. The Landlord and the Tenant agree that:
- a. any act or omission of a Tenant's Subtenant is taken to be an act or omission of the Tenant under this Lease; and
  - b. if, under this Lease, the Tenant must obtain the Landlord's consent to do something, then the Tenant must ensure that the Tenant's Subtenants also obtain the Landlord's consent to do that thing.

**7. Quiet enjoyment and non derogation**

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**7.1. Tenant entitled to quiet enjoyment**

- 7.1.1. In return for the Tenant paying the Rent and otherwise complying with this Lease and subject to the other rights and obligations of the Landlord under this Lease, the Tenant is entitled to peaceably hold and enjoy the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord.

**7.2. Landlord must not diminish Tenant's rights**

- 7.2.1. The Landlord must not derogate from the grant of this Lease despite any other provision of this Lease.

**8. The Landlord's rights**

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- 8.1.1. If:
- a. the Landlord becomes a trustee, a responsible entity or custodian; or
  - b. any person who becomes landlord under this Lease is (or becomes) a trustee, responsible entity or custodian; or
  - c. there is a restructuring of the Landlord (including the Custodian or the Responsible Entity), the Trust or any of their Related Body Corporates,

then if asked by a person referred to in subclause a. or b. or the Landlord (**Responsible Person**), the Tenant agrees to sign a variation of this Lease or such other document (as applicable) provided that the variation or other document:

- d. is in terms satisfactory to the Tenant acting reasonably; and
- e. does not prejudice the rights of the Tenant under this Lease.

8.1.2. The Landlord will pay any reasonable costs of the Tenant in relation to a variation of this Lease or other document in accordance with this clause.

## **9. Termination**

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### **9.1. Termination**

9.1.1. This Lease is terminated if the Office Lease is terminated.

9.1.2. This Lease is not able to be terminated by either party other than in conjunction with termination of the Office Lease in accordance with its terms.

### **9.2. Consequences of termination**

9.2.1. Termination of this Lease does not affect either Party's rights in respect of a breach which occurs before termination.

## **10. Resolution of disputes**

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### **10.1. Process to resolve disputes**

10.1.1. Subject to any provision of this Lease to the contrary any difference or dispute between the Parties which is not resolved will be resolved in accordance with the terms of the Office Lease.

10.1.2. If a difference or dispute arises which relates to both this Lease and the Office Lease, the parties agree that:

- a. any agreement or determination under or made in relation to the Office Lease will apply to the extent relevant to this Lease in the same manner; and
- b. any agreement, determination, mediation or order required by law and made in relation to this Lease will not apply to the Office Lease.

## **11. Options to renew**

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### **11.1. Tenant's option to renew**

11.1.1. If the Tenant gives notice to the Landlord under clause 32.1.1(c) of the Office Lease then the Landlord must grant to the Tenant a new lease of the Premises



for the First Further Term on the same terms as are contained in this Lease except that:

- a. this clause 11.1 will be omitted except if Item 12 of Schedule 1 refers to a Second Further Term;
- b. the Second Further Term in Item 12 of Schedule 1 becomes the First Further Term;
- c. the reference to Second Further Term in Item 12 of Schedule 1 is omitted; and
- d. Item 3 in Schedule 1 will be amended as appropriate.

## **12. Holding over**

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- 12.1.1. If the Tenant continues to occupy the Premises after the expiration of the Term without the Landlord demanding possession then the Tenant is:
  - a. deemed to hold the Premises under a Monthly tenancy determinable at any time upon 3 Months notice (which notice may expire at any time) given by either Party to the other;
  - b. at the Rent payable at the expiration of the Term;
  - c. upon and subject to the same terms as are contained in this Lease so far as they can be applied to a 3 Monthly tenancy.
- 12.1.2. Neither party is entitled to give notice under clause 12.1.1.a unless it has given notice under clause 33.1.1.a of the Office Lease. Notice under clause 33.1.1.a of the Office Lease will be deemed to be notice under clause 12.1.1.a of this Lease.

## **13. Costs of Lease**

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### **13.1. Parties bear own costs**

- 13.1.1. Each Party must bear its own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

### **13.2. Tenant must pay**

- 13.2.1. The Tenant must pay to the Landlord, all reasonable costs, fees, charges, disbursements and expenses properly and reasonably incurred by the Landlord directly related to:
  - a. every application made by the Tenant for a consent required or made necessary by the provisions of this Lease whether that application is granted, refused or (where appropriate) proffered subject to any qualification or condition and notwithstanding that the application may be withdrawn;

- b. the preparation of any instruments or documents necessary in relation to any assignment or subletting of this Lease; and
- c. the recovery or attempted recovery of arrears of Rents or other amounts due from the Tenant.

**13.3. Landlord pays registration fees**

- 13.3.1. The Landlord must pay all registration fees relating to this Lease.

**13.4. Landlord prepares plans and registered lease**

- 13.4.1. Included in Schedule 3 are survey plans of the Premises, prepared by the Landlord, identifying the net lettable area of the Premises.

- 13.4.2. The Landlord must promptly register this Lease.

**13.5. Stamp duty**

- 13.5.1. The Tenant will not pay any stamp duty in relation to the Lease.
- 13.5.2. If, under the laws of the Jurisdiction, the Landlord is liable to pay stamp duty in relation to Lease, the Landlord must pay the stamp duty as it becomes due and payable.

**14. Notices**

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**14.1. Form**

- 14.1.1. Unless expressly stated otherwise in this Lease, all Notices must be:
  - a. in writing;
  - b. signed by:
    - i. an officer of the sender;
    - ii. the sender's representative designated in Item 14 or Item 15 of Schedule 1;
    - iii. the sender's solicitor; or
    - iv. the sender's duly appointed agent, and
  - c. marked for attention as set out or referred to in Item 14 or Item 15 of Schedule 1; or, if the recipient has notified otherwise, then marked for attention in the way last notified.

**14.2. Confirmation**

- 14.2.1. Without affecting the rights of a Party and the formalities required for Notices issued under this Lease, where possible each Notice will also be delivered or

confirmed by email to the email address of each Party (provided by each previously).

**14.3. Delivery**

**14.3.1. Notices must be:**

- a. left at the address set out or referred to at Item 14 or Item 15 of Schedule 1; or
- b. sent by prepaid post (airmail, if appropriate) to the address set out or referred to at Item 14 or Item 15 of Schedule 1; or
- c. sent by fax to the fax number set out or referred to at Item 14 or Item 15 of Schedule 1;

however, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

**14.4. When effective**

14.4.1. Notices take effect from the time they are received unless a later time is specified in them.

**14.5. Receipt - post**

14.5.1. If sent by post, Notices are taken to be received 2 Business Days after posting.

**14.6. Receipt - fax**

14.6.1. If sent by fax, Notices are taken to be received at the time shown in the transmission report as the time that the whole fax was sent if that time is before 5pm on a Business Day, and otherwise on the next Business Day in the place of receipt.

**15. Sale and power of attorney**

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15.1.1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.

**16. General**

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**16.1. Statutory Provisions**

16.1.1. To the extent possible under law and subject to clause 1.7, the covenants, powers and provisions implied in leases by the legislation of the Jurisdiction do not apply to this Lease.

**17. Capacity and Liability**

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**17.1. Interpretation**

17.1.1. All provisions of this Lease will have effect and be applied subject to this clause. For the purpose of this clause:

- a. "Assets" includes all assets, property and rights of personal or any nature whatsoever.
- b. "Constitution" means the constitution of the Trust dated 11 June 1999 (as amended).
- c. "Custodian" means Trust Company Limited ACN 004 027 749 ABN 59 004 027 749 or such other party as is the custodian for the time being appointed by the Responsible Entity in relation to the Trust.
- d. "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian as Landlord under or in respect of this Lease or any deed, agreement or other instrument collateral to this Lease or given or entered into pursuant to this Lease whether express or implied by statute or other legal requirements or arising otherwise howsoever.
- e. "Responsible Entity" means Stockland Trust Management Limited ACN 001 900 741 ABN 86 001 900 741 or such other party as is the responsible entity for the time being of the Trust as the term "responsible entity" is defined in the Corporations Act 2001.
- f. "Trust" means Advance Property Fund.

**17.2. Custodian's and Responsible Entity's Capacity**

17.2.1. The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

17.2.2. The Responsible Entity must (and will be entitled to) perform the Obligations with the exception of those Obligations referred to in clause 17.2.1 and must ensure that the Custodian performs the Obligations in clause 17.2.1.

**17.3. Custodian's Limitation of Liability**

17.3.1. The Custodian enters into this Lease as agent of the Responsible Entity and as custodian of the Assets of the Trust. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's agent and is not liable under any circumstances to any party under this Lease. This limitation of the Custodian's liability applies despite any other provisions of this Lease and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.

17.3.2. The Custodian is not obliged to do or may refrain from doing anything under this Lease (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clause 17.2.1.

17.3.3. No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.

#### 17.4. **Responsible Entity's Limitation of Liability**

17.4.1. Any liability of the Responsible Entity arising in connection with this Lease is limited to the extent that the Responsible Entity is able to be indemnified for that liability out of the Assets of the Trust under the Constitution. The Tenant acknowledges and agrees that it may enforce its rights against the Responsible Entity with respect to the non-observance of the Responsible Entity's obligations under this Lease only to the extent necessary to enforce the Tenant's rights, powers and remedies against the Responsible Entity in respect of the Assets of the Trust by subrogation or otherwise.

17.4.2. However, despite anything in this clause, the Responsible Entity is liable to the extent that a liability under this Lease arises out of the Responsible Entity's own fraud, gross negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

### 18. **Representations and Warranties**

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#### 18.1. **Warranties about the Landlord's power and authority**

18.1.1. The Landlord and the Responsible Entity represents and warrants that:

- a. **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted; and
- b. **(power)** it has power to enter into this Lease and comply with its obligations; and
- c. **(no contravention or exceeding power)** this Lease and the transactions under it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded; and
- d. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Lease, to comply with its obligations and exercise its rights under it and to allow it to be enforced; and

- e. **(validity of obligations)** its obligations under this Lease are valid and binding and are enforceable against it in accordance with its terms; and
- f. **(no immunity)** it does not have immunity from the jurisdiction of a court or from legal process.

**18.2. Warranties about the Tenant's power and authority**

18.2.1. The Tenant represents and warrants that:

- a. **(power)** it has power to enter into this Lease and comply with its obligations under it; and
- b. **(no contravention or exceeding power)** this Lease and the transactions under it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers to be exceeded; and
- c. **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this Lease, to comply with its obligations and exercise its rights under it and to allow it to be enforced; and
- d. **(validity of obligations)** its obligations under this Lease are valid and binding and are enforceable against it in accordance with its terms.

**19. Waiver**

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**19.1. Waiver**

19.1.1. No waiver by the Landlord of a breach of any covenant obligation or provision in this Lease contained or implied operates as a waiver of another breach or of any other covenant obligation or provision of this Lease.

**SCHEDULE 1 PARTICULARS**

- 1. Land**

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Block 1 Section 4 Barton, Volume 1550 Folio 83
- 2. Premises**

---

Area [*insert*] on subleasing plan number *insert* ] as identified in the plan in Schedule 3.
- 3. Term and Commencement Date**

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Term: 15 Years

Commencement Date: [*insert*]
- 4. Permitted Use**

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Offices and ancillary purposes (each as defined in the Crown Lease) including all associated police functions under section 8 of the *Australian Federal Police Act 1979 (Cth)* and childcare and/or café uses subject to the Crown Lease.
- 5. Not used**

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- 6. Not used**

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- 7. Rent**

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\$1 per annum (plus GST) if demanded.
- 8. Not used**

---
- 9. Not used**

---
- 10. Not used**

---

**11. Not used**

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**12. Further Term**

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First Further Term: Five (5) years from the date of expiry of this Lease

Second Further Term: Five (5) years from the date of expiry of the First Further Term.

**13. Not used**

---

**14. Tenant's Representative and address for service**

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**15. Landlord's Representative and address for service**

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**16. Not used**

---

**17. Not used**

---

**18. Not used**

---

**19. Not used**

---

**20. Not used**

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**SCHEDULE 2 NOT USED**

C

C

**SCHEDULE 3 PLAN OF PREMISES**

[A plan of the Retail Premises will be attached.]

C

C

**PART 1. SIGNATURES**

**Signed for and on behalf of the  
Commonwealth of Australia by:** )

)

)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
Name of Authorised Person in full

SIGNED by )

as attorney for **Trust Company** )

**Limited ABN 59 004 027 749** under )

power of attorney registered number )

[insert] in the presence of:

By executing this agreement the  
attorney states that the attorney  
has received no notice of  
revocation of the power of  
attorney

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (block letters)

**Executed by Stockland Trust** )  
**Management Limited ABN 86 001** )  
**900 741** in accordance with section )  
127(1) of the *Corporations Act* 2001 )  
(Cth): )

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/other  
Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of Secretary/other Director  
in full