

Form: 07L

Release: 4-4

16 FEB 2015

LEASE

New South Wales
Real Property Act 1900

AJ906439B

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased

21/1072217

(B) LODGED BY

Document
Collection
Box

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

LLPN 123167 X

CITY AGENTS
DX 1293
SYDNEY
02 9232 2077

CODE

L

256L

Reference: POW/839

(C) LESSOR

Patella Holdings Pty Ltd ACN 059 541 169

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

(D)

Encumbrances (if applicable):

(E) LESSEE

Hunter Water Corporation ABN 46 228 513 446

(F)

TENANCY:

- (G) 1. TERM 10 years
2. COMMENCING DATE 15 July 2014
3. TERMINATING DATE 14 July 2024
4. With an OPTION TO RENEW for a period of 2 x 5 years
set out in clause 21 of Annexure 'A'
5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.
7. Incorporates the provisions or additional material set out in ANNEXURE(S) A hereto.
8. Incorporates the provisions set out in N.A.
No. N.A.
9. The RENT is set out in item No. 6 of the Reference Schedule in Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

TOTAL PAGES 50

CT PRG 535G on

21915 for L

Page 1 of 4448

1309

DATE

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

Company:

Authority: See Annexure A, page 44 of 48.

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Signature of witness:

Name of witness:

Address of witness:

[Signature]

PETER KEMBREY

36 HONEYBUCKLE DR
NEWCASTLE 2300

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

[Signature]

KIMLEY JOHN WOOD

Hunter Water Corp

4624

483

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____

in the State of New South Wales

on _____

in the presence of _____

of _____

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

) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____

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

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____

[Omit ID No.]

Signature of witness:

Signature of applicant:

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 2 of 44 45

1309

Annexure A

Reference Schedule

Item 1 (clause 1.1)	Land Folio 21/1072217	36 Honeysuckle Drive, Newcastle NSW 2300
Item 2 (clause 1.1)	Lessor Name ACN Address Fax number Attention	 Patella Holdings Pty Limited 059 541 169 PO Box 327, Buderim QLD 4560 Ramana Patella
Item 3 (clause 1.1)	Lessee Name ABN Address Fax number Attention	 Hunter Water Corporation 46 228 516 446 36 Honeysuckle Drive, Newcastle NSW 2300 (02) 4979 9414 Land & Property Manager
Item 4 (clause 1.1)	Premises The Land, the Building, the Internal Car Park, the External Car Park and the Storage Area and all of the Lessor's Property comprising a net lettable area of 5379 m2.	
Item 5 (clause 1.1)	Term (a) 10 years (b) Commencing Date 15 July 2014 (c) Terminating Date 14 30 June 2024 JULY	
Item 6 (clause 1.1)	Rent \$2,047,910.00 plus GST per annum comprising: \$1,828,860.00 plus GST per annum for the office space \$151,800.00 plus GST per annum for the Internal Car Park \$47,250.00 plus GST per annum for the External Car Park \$20,000.00 plus GST per annum for the Storage Area	
Item 7 (clauses 1.1, 3)	(a) Review Date 15 July 2015 15 July 2016 15 July 2017 15 July 2018 15 July 2019 15 July 2020 15 July 2021 15 July 2022 15 July 2023	(b) Type of Review 3.5% 3.5% 3.5% 3.5% 3.5% 3.5% 3.5% 3.5% 3.5%
Item 8 (clause 7.1)	Public liability insurance \$20,000,000.00	

Item 9
(clauses 1.1, 9.1(a),

Permitted Use

Commercial office (including the conduct of a 24 hour call centre, data centre and dispatch centre in the areas identified as such on the Plan of the Lessee's fit out.

Item 10

Bank Guarantee / Security Deposit

Six (6) months Rent and Outgoings plus GST, but not while the Lessee is a State Owned Corporation or other similar Authority

Item 11
(clauses 1.1, 0, 12.6(c), 19)

Guarantor

Personal guarantees must be provided by directors of any corporate lessee, however not while the Lessee is a State Owned Corporation or other similar Authority

Item 12

Particulars of first new lease

Term Five (5) years
Commencing date ~~1 July 2024~~
Terminating date ~~30 June 2029~~

15 JULY 2024
14 JULY 2029

(a) Review date

15 1 July 2024
15 1 July 2025
15 1 July 2026
15 1 July 2027
15 1 July 2028

(b) Type of Review

Current Market Rent
3.5%
3.5%
3.5%
3.5%

Particulars of second new lease

Term Five (5) years
Commencing date ~~1 July 2029~~
Terminating date ~~30 June 2034~~

15 JULY 2029
14 JULY 2034

(a) Review date

15 1 July 2029
15 1 July 2030
15 1 July 2031
15 1 July 2032
15 1 July 2033

(b) Type of Review

Current Market Rent
3.5%
3.5%
3.5%
3.5%

Contents

1	Interpretation	9
1.1	<i>Definitions</i>	9
1.2	<i>Interpretation</i>	12
1.3	<i>Headings</i>	14
1.4	<i>No disadvantage</i>	14
1.5	<i>Business Days</i>	14
2	Grant of lease and holding over	14
2.1	<i>Grant</i>	14
2.2	<i>Holding over</i>	14
2.3	<i>Terms of holding over</i>	14
3	Rent and Rent reviews	14
3.1	<i>Payment</i>	14
3.2	<i>Rent reviews</i>	14
3.3	<i>Fixed amount</i>	15
3.4	<i>Fixed percentage increase</i>	15
3.5	<i>CPI</i>	15
3.6	<i>CPI plus percentage</i>	15
3.7	<i>Market review of rent</i>	15
3.8	<i>Appointment of Valuer</i>	15
3.9	<i>Determination by Valuer</i>	16
3.10	<i>Valuer's costs</i>	17
3.11	<i>Adjustment</i>	17
3.12	<i>Agreement to co-operate</i>	17
4	Outgoings	17
4.1	<i>Payment of Outgoings</i>	17
4.2	<i>Estimate and monthly instalments of Outgoings</i>	17
5	Other payments, interest and GST	17
5.1	<i>Costs, charges and expenses</i>	17
5.2	<i>Interest on overdue money</i>	18
5.3	<i>GST</i>	18
6	Payment requirements	18

6.1	<i>Method</i>	18
7	Insurances	18
7.1	<i>Lessee to insure</i>	18
7.2	<i>Blanket policy of insurance</i>	19
7.3	<i>Proceeds of insurance</i>	19
7.4	<i>Lessee Not to Void Insurance</i>	19
7.5	<i>Lessee's Obligation to Inform</i>	19
7.6	<i>Compliance with Insurance Council Requirements</i>	19
8	Indemnity, release and risk	20
8.1	<i>Indemnity</i>	20
8.2	<i>Release</i>	20
8.3	<i>Lessee's risk</i>	20
9	Use of Premises	21
9.1	<i>What the Lessee must do</i>	21
9.2	<i>What the Lessee must not do</i>	22
9.3	<i>Lessee's Employees to comply</i>	22
9.4	<i>Suitability of Premises</i>	23
9.5	<i>Promises Negatived</i>	23
9.6	<i>Lessee's environmental obligations</i>	23
10	Repair, redecoration and Lessee's works	23
10.1	<i>Lessee to keep Premises and fixtures in good repair</i>	23
10.2	<i>Service of the Lessor's Property</i>	24
10.3	<i>Dispute as to maintenance and repair</i>	24
10.4	<i>Approval of works</i>	24
11	Assignment and other dealings	24
11.1	<i>Assignment and other dealings</i>	24
11.2	<i>General requirements</i>	25
11.3	<i>Consent to assignment of Lease</i>	25
11.4	<i>Alteration of Lessee Company Shareholding</i>	25
12	Lessor's additional obligations and rights	25
12.1	<i>Quiet enjoyment</i>	25
12.2	<i>Lessor to insure</i>	26
12.3	<i>Services</i>	26

12.4	<i>Repairs</i>	26
12.5	<i>To enter the Premises</i>	26
12.6	<i>Change of Lessor</i>	27
12.7	<i>Mortgagee's consent</i>	27
12.8	<i>Rules</i>	27
13	Name of Building	27
14	Damage to Premises or Building	28
14.1	<i>Abatement of Rent</i>	28
14.2	<i>Request to repair damage</i>	28
14.3	<i>Damage caused by Lessee</i>	28
14.4	<i>Lessor's rights not affected</i>	28
14.5	<i>Dispute</i>	29
15	Expiry or termination	29
15.1	<i>Lessee to vacate</i>	29
15.2	<i>Removal of Lessee's Property</i>	29
15.3	<i>Make good</i>	29
15.4	<i>Expiry or termination</i>	29
15.5	<i>No merger</i>	29
15.6	<i>Payment after notice</i>	29
15.7	<i>Lessee's Property Not Removed</i>	30
16	Default	30
16.1	<i>Events of default</i>	30
16.2	<i>Lessor's termination after default</i>	30
16.3	<i>Essential terms</i>	30
16.4	<i>Breach of essential term</i>	30
16.5	<i>Breach of non-essential term</i>	31
16.6	<i>Mitigation of damages</i>	32
16.7	<i>Lessor's rights after Lessee vacates during Term</i>	32
16.8	<i>No waiver</i>	33
17	Notices	33
17.1	<i>How to give a notice</i>	33
17.2	<i>When a notice is given</i>	33
17.3	<i>Address for notices</i>	33

18	General	34
18.1	<i>Lessor's approval or consent</i>	34
18.2	<i>Giving effect to this Lease</i>	34
18.3	<i>Operation of indemnities</i>	34
18.4	<i>Operation of this Lease</i>	34
18.5	<i>Governing law</i>	34
18.6	<i>Exclusion of implied covenants</i>	34
18.7	<i>Exclusion of contrary legislation</i>	34
18.8	<i>Waiver and variation</i>	34
18.9	<i>Deed</i>	35
18.10	<i>Lessor to act reasonably</i>	35
18.11	<i>Fixing of notices</i>	35
19	Bank guarantee	35
19.1	<i>Delivery of bank guarantee</i>	35
19.2	<i>Lessor's right to call</i>	35
19.3	<i>Obligation to replace</i>	35
19.4	<i>Transfer</i>	35
20	Guarantee and indemnity	36
20.1	<i>Consideration</i>	36
20.2	<i>Guarantee</i>	36
20.3	<i>Indemnity</i>	36
20.4	<i>Enforcement of rights</i>	36
20.5	<i>Continuing security</i>	36
20.6	<i>Guarantee not affected</i>	36
20.7	<i>Suspension of Guarantor's rights</i>	37
20.8	<i>Reinstatement of guarantee</i>	37
20.9	<i>Costs</i>	37
20.10	<i>This Lease</i>	38
21	Option for a new lease	38
21.1	<i>What Lessee must do</i>	38
21.2	<i>Terms of new lease</i>	38
22.	Sustainability	39

1 Interpretation

1.1 Definitions

The following words have these meanings unless the contrary intention appears.

Air Conditioning Plant means all plant, machinery, ducts and equipment for heating, cooling, conditioning or circulating air, installed in or on the Premises at Commencing Date or at any time hereafter.

Authority means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

BEEC means a Building Energy Efficiency Certificate issued pursuant to the Commercial Building Disclosure program administered by the Department of Climate Change and Energy Efficiency or by any successor or other body administering the Commercial Building Disclosure program from time to time.

Building means all improvements on the Land and the Lessor's Property, but excluding the Lessee's Property.

Business Day means a day that is not a Saturday, Sunday or public holiday where the Building is located.

Car Parking Plan means the plan attached to this Lease as Annexure B.

Commencing Date means the date in Item 5(b).

Contaminant has the meaning given to it in the *Contaminated Land Management Act 1997* (NSW) or any similar legislation replacing this Act.

Contamination has the meaning given to it in the *Contaminated Land Management Act 1997* (NSW) or any similar legislation replacing this Act.

Corporations Law means the *Corporations Act 2001* (Cth).

CPI means the Sydney Consumer Price Index (All Groups) published by the Australian Bureau of Statistics or any similar published index which replaces it.

Current CPI means the CPI number for the quarter last published before the relevant Review Date.

Energy Ratings means:

- (a) a NABERS Rating; and
- (b) a BEEC.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or

subordinate legislation, past, present or future, for Contaminants, use of land, human health, safety sustainability or protection of the environment.

External Car Park means the 27 car parking spaces on the Land adjacent to the Building in the locations as shown on the attached Car Parking Plan.

Fire Safety Laws means those laws relating to fire safety as applied to the Premises under the Work Health and Safety Act 2011 NSW and the Environmental Planning & Assessment Act 1979 and any subordinate legislation or regulations as amended or replaced from time to time.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantor means a person who gives a guarantee of or a guarantee of and an indemnity in connection with the Lessee's obligations, including the person named in Item 11.

Internal Car Park means the 67 car parking spaces within the Building in the locations as shown on the attached Car Parking Plan.

Land means the land in Item 1.

Lease means this lease and any equitable lease or common law lease evidenced by this lease.

Lessee means the party in Item 3.

Lessee's Business means the business carried on from the Premises.

Lessee's Employees means each of the Lessee's employees, officers, agents, contractors, licensees and invitees.

Lessee's Property means all property owned or leased by the Lessee in the Premises or elsewhere in the Building and any other property in the Premises other than the Lessor's Property.

Lessor means the party in Item 2.

Lessor's Assessment means the Lessor's written determination of the current market rent for the Premises from the relevant Review Date, having regard to the considerations listed in clause 3.9(a) and anything else the Lessor in its absolute discretion considers relevant.

Lessor's Employees means each of the Lessor's employees, officers, agents, contractors and invitees.

Lessor's Property means all plant, equipment, fixtures, fittings, furnishings and other property the Lessor provides in the Building and includes the lift, the Air Conditioning Plant, the diesel generator, the solar panels on the roof of the Building and the water tanks beneath the External Car Park.

NABERS Energy Rating means a NABERS Rating which is for performance-based rating for existing buildings to rate energy efficiency.

NABERS Rating means Australian Building Greenhouse Rating certified by the relevant Regional Certification Body, or in the absence of such body, the National Administrator under the NABERS System for, as applicable:

- (a) NABERS Energy Rating
- (b) water
- (c) waste, or
- (d) indoor environment

NABERS System means the National Australian Built Environment Rating System administered by the Department of Environmental and Climate Change (New South Wales) or by any successor or other body administering the National Australian Built Environmental Rating System from time to time.

Old Rent means the Rent payable immediately before the relevant Review Date.

Outgoings means all amounts paid or payable by the Lessor in connection with the Building (plus GST on those amounts to the extent that the Lessor does not receive an input tax credit for that GST) being the following:

- (a) **(rates and levies)** rates, rents, levies and other charges payable to any Authority;
- (b) **(taxes)** imposts, levies, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Authority, including land tax calculated on the basis that at the beginning of the land tax year:
 - (i) the Lessor did not own any other land;
 - (ii) the Land was not subject to a special trust;
 - (iii) the Land was not owned by a non-concessional company; and
 - (iv) the Lessor was not entitled to the owner-occupied residential land tax concession;
- (c) **(insurance)** any insurance premium and other expense relating to any insurance policy in respect of the Building, its use and the Lessor's Property including insurance in respect of workers' compensation, public liability and consequential loss; and
- (d) **(management)** fees payable to any managing agent.
- (e) **(Services)** the cost of supplying, maintaining and repairing Services which are not charged directly to the Lessee;

Permitted Use means the use in Item 9.

Plan of the Lessee's Fitout means the plan annexed to this Lease as Annexure C.

Premises means the premises in Item 4.

Previous CPI means the CPI number for the quarter last published before:

- (a) in the case of the first Review Date, the Commencing Date; or
- (b) in every other case, the Review Date immediately before the relevant Review Date.

Procurement and Tendering Policy means the policy developed by Hunter Water Corporation encompassing the framework for procurement and tendering and referencing the NSW Government Procurement Policy (TPP 04-1).

Rent means the annual rent in Item 6 as varied under this Lease.

Rent Day means the Commencing Date and the first day of every month.

Review Date means each date in Item 7(a).

Services means any services provided to the Premises or the Building by an Authority or the Lessor (for example air conditioning, communication, drainage, power, fire and emergency services, garbage removal, gas, heating, lifts, sewerage, telephone and water) and the pipes, wires, ducting and other means of providing those services to the Premises or the Building.

State Owned Corporation has the same meaning given to it in the *State Owned Corporations Act 1989* (NSW).

Storage Area means the secure storage facilities in the basement of the Building.

Term means the term of this Lease in Item 5(a) beginning at midnight at the beginning of the Commencing Date and ending at midnight at the end of the Terminating Date and includes any period of holding over or extension of this Lease.

Terminating Date means the date in Item 5(c).

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

- (a) is licensed to practice as a valuer of the same type of property as the Premises;
- (b) has at least 5 years' experience in valuing that type of property; and
- (c) is active in the market for valuation of that type of property.

1.2 Interpretation

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) 'person' includes a firm, a body corporate, an unincorporated association or an Authority;
- (c) an agreement, representation or warranty:
 - (i) in favour of 2 or more persons is for the benefit of them jointly and severally; and

- (ii) on the part of 2 or more persons binds them jointly and severally;
- (d) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
 - (ii) a group of persons includes all of them collectively, any 2 or more of them collectively and each of them individually;
 - (iii) a document includes any variation or replacement of it;
 - (iv) a law includes regulations and other instruments under it and amendments or replacements of any of them;
 - (v) a thing includes the whole and each part of it;
 - (vi) a clause or a schedule is unless the context otherwise requires, a reference to a clause or schedule of this Lease;
 - (vii) Item means an Item referred to in the Reference Schedule;
 - (viii) the president of a body or Authority includes any person acting in that capacity;
 - (ix) an institution or corporation that ceases to exist is taken to include any institution or corporation formed with similar objects and functions to carry on the activities previously carried on by the institution or corporation that ceases to exist;
 - (x) a month is to a calendar month; and
 - (xi) Rent payable from the Review Date includes the Review Date;
- (e) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (f) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (g) words defined in the GST Law have the same meaning in clauses about GST;
- (h) if a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled; and
- (i) references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

1.3 *Headings*

The table of contents and headings are for guidance only and do not affect the interpretation of this Lease.

1.4 *No disadvantage*

No rule of construction applies to the disadvantage of a party on the basis that it put forward or drew this Lease or any part of it.

1.5 *Business Days*

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

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

2 *Grant of lease and holding over*

2.1 *Grant*

The Lessor leases the Premises to the Lessee for the Term.

2.2 *Holding over*

If the Lessee continues to occupy the Premises after the Terminating Date (other than pursuant to the grant of another lease) with the Lessor's approval, it does so under a six monthly tenancy. The Lessee may terminate the six monthly tenancy on 6 month's notice ending on any day.

2.3 *Terms of holding over*

Subject to clause 2.2, the six monthly tenancy is on the same terms as this Lease except:

- (a) the Rent will be varied on the first day of the first six monthly tenancy in the same manner that the Rent was varied at the commencement of the last year of the Term. The Rent will not be varied more than once in each 12 month period of any holding over; and
- (b) for those changes which are necessary to make this Lease appropriate for a six monthly tenancy (but any bank guarantee or security deposit must not be reduced).

3 *Rent and Rent reviews*

3.1 *Payment*

The Lessee must pay the Rent by equal monthly instalments in advance on each Rent Day without counterclaim or setoff.

3.2 *Rent reviews*

The rent review method applicable on a Review Date is the method specified in Item 7(b) next to that Review Date.

3.3 *Fixed amount*

If an amount is in Item 7(b) next to a Review Date, the Rent payable from the Review Date is that amount.

3.4 *Fixed percentage increase*

If a percentage is in Item 7(b) next to a Review Date, the Rent payable from the Review Date is the Old Rent plus an amount equal to the Old Rent multiplied by the percentage in Item 7(b).

3.5 *CPI*

If the letters 'CPI' or their equivalent appear in Item 7(b) next to a Review Date, the Rent payable from the Review Date is the Old Rent multiplied by the Current CPI and divided by the Previous CPI.

3.6 *CPI plus percentage*

If the letters 'CPI' or their equivalent followed by a plus sign and a percentage are in Item 7(b) next to a Review Date, the Rent payable from the Review Date is the sum of the Old Rent multiplied by (the Current CPI plus the percentage in Item 7(b)) and divided by the Previous CPI.

3.7 *Market review of rent*

- (a) If the words 'current market rent' or their equivalent are in Item 7(b) next to a Review Date, the Lessor must give the Lessee a Lessor's Assessment not less than 8 months before the Review Date.
- (b) The amount stated in the Lessor's Assessment is the Rent payable from the Review Date unless the Lessee gives the Lessor notice that it does not agree with the amount within 30 days of the Lessor giving a Lessor's Assessment (or any longer period agreed between the parties in writing).
- (c) no determination of the annual rent pursuant to this clause shall operate to reduce the rent payable by the Lessee by more than 5% below the annual rent payable in respect of the year immediately preceding the year for which the rent is so determined, or to increase the rent payable by the Lessee by more than 5% above the annual rent payable in respect of the year immediately preceding the year for which the rent is so determined.

3.8 *Appointment of Valuer*

- (a) If:
 - (i) the Lessee gives a notice under clause 3.7(b); and
 - (ii) the Lessor and the Lessee do not agree in writing on the Rent payable from the Review Date within 21 days of the Lessee giving a notice under clause 3.7(b);

then the Lessee and the Lessor must, within 35 days of the Lessee giving a notice under clause 3.7(b), jointly appoint a Valuer to do the following within 14 days of the Valuer's appointment:

- (iii) determine the current market rent for the Premises (exclusive of GST), which is the Rent payable from the relevant Review Date; and
 - (iv) give the Lessor and the Lessee a written copy of its determination and reasons for its determination.
- (b) If the Lessor and Lessee do not agree on and appoint a Valuer under paragraph (a), the Lessor must request the chief executive of the NSW division of the Australian Property Institute Inc to appoint a Valuer on behalf of the Lessor and the Lessee to do those things, and must notify the Lessee of the Valuer's appointment.
 - (c) Time is of the essence in this clause 3.8.
 - (d) If a Valuer appointed under this clause declines its appointment or does not make its determination in time, the Lessor and the Lessee may (and must, if one party gives a notice requesting the other to do so before the Valuer makes its determination) appoint another Valuer in its place. If the Lessor and the Lessee do not agree on the appointment of another Valuer within 14 days of a notice being given, paragraph (b) applies.

3.9 Determination by Valuer

- (a) When determining the current market rent of the Premises as at the Review Date the Valuer must observe all relevant valuation principles and:
 - (i) take into account:
 - (A) the terms of this Lease;
 - (B) the Term, including the expired part of the Term, and any option term;
 - (C) the value of the Lessor's Property in or on the Premises;
 - (D) the rent currently paid for comparable premises; and
 - (ii) make a determination on the basis that the Premises are offered with vacant possession; and
 - (iii) not take into account:
 - (A) the value of the Lessee's Property or the Lessee's goodwill; or
 - (B) any condition of the Premises resulting from the Lessee's default under this Lease.
- (b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.
- (c) The Lessor and the Lessee may make written submissions to the Valuer, but the Valuer is not obliged to take account of the submissions.

3.10 *Valuer's costs*

The Lessor and the Lessee must pay the Valuer's costs in equal shares.

3.11 *Adjustment*

- (a) The Lessee must continue to pay the Rent payable immediately before the relevant Review Date until the current market rent is determined under this clause 3.
- (b) The current market rent determined under this clause 3 is the Rent payable from the relevant Review Date and the Lessor and the Lessee must make any adjustment necessary immediately after the determination of the current market rent.

3.12 *Agreement to co-operate*

The Lessor and the Lessee must act reasonably and co-operate in conducting any market rent review.

4 *Outgoings*

4.1 *Payment of Outgoings*

The Lessee must pay, or reimburse the Lessor if the Lessor has paid, the Outgoings to the Lessor or as otherwise directed by the Lessor.

4.2 *Estimate and monthly instalments of Outgoings*

- (a) The Lessor may notify the Lessee of the Lessor's reasonable estimate of the Outgoings payable by the Lessee in advance each year.
- (b) The Lessee must pay the Lessor the estimate by equal monthly instalments at the same time as payment of Rent.
- (c) At the end of each year the Lessor must give the Lessee a copy of a statement giving details of the Outgoings.
- (d) Any necessary adjustment between the estimated and actual Outgoings will be made between the parties within one month of receiving the statement referred to in (c) above.

5 *Other payments, interest and GST*

5.1 *Costs, charges and expenses*

In connection with this Lease and any document or matter in connection with it, the Lessee must pay:

- (a) for everything it must do;
- (b) on demand, all stamp duty and registration fees; and
- (c) all legal and other costs, duties, fees, charges and expenses arising directly or indirectly from or incidental to any and every breach or default by the Lessee under this lease.

5.2 *Interest on overdue money*

If any Rent or other money payable by the Lessee under this Lease remains unpaid for 7 Business Days (or 20 Business Days if the Lessee is a State Owned Corporation or other similar Authority) after the due date then the Lessor reserves the right to charge the Lessee interest on that money at the annual percentage rate equivalent to the overdraft interest rate for the time being applied by the National Australia Bank Limited (**Bank**) (or if the Bank no longer quotes this rate then such a rate as in the Lessor's opinion is equivalent to it in respect of similar overdraft accommodation afforded to prime borrowers) calculated from the due date to the date of payment (both dates included). The Lessor may recover the overdue money and/or interest as if it were Rent in arrears.

5.3 *GST*

- (a) In addition to paying the Rent (which is exclusive of GST), and other consideration under this Lease, the Lessee must:
 - (i) pay to the Lessor an amount equal to any GST for which the Lessor is liable on any supply by the Lessor under this Lease, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the Rent, or other consideration or part of it must be paid or provided. If the Lessee does not pay the GST at that time, then it must pay the GST within 14 days of a written request by the Lessor for payment of the GST.
- (b) Each party making a taxable supply under this Lease must issue a tax invoice to the other party for each taxable supply within 14 days of making the taxable supply.
- (c) If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

6 *Payment requirements*

6.1 *Method*

The Lessee must make payments under this Lease on account of Rent, the Outgoings and GST for those payments by electronic funds transfer or company cheque to the Lessor (or if directed by the Lessor, to its managing agent) without counterclaim or setoff.

7 *Insurances*

7.1 *Lessee to insure*

- (a) The Lessee must keep current at all times during the Term and any holding over, with insurers and on terms approved by the Lessor acting reasonably:

- (i) a policy of public risk insurance applicable to the Premises and the business carried on in the Premises for an amount not less than the amount stated in Item 8;
 - (ii) a policy to insure the Lessee's Property for its full insurable value; and
 - (iii) any other insurance policy which is required by law.
- (b) The Lessee must if so requested by the Lessor give the Lessor copies of the policies and a certificate of currency for each policy. Such requests are only to be made once in a twelve month period or following a significant change in an insurance policy.

7.2 Blanket policy of insurance

While ever Hunter Water Corporation is the Lessee, the Lessee's obligations to insure under clause 7.1(a) will be satisfied if:

- (a) the insurances required to be effected are covered under any so-called blanket policy of insurance held by the Lessee by appropriate endorsement; and
- (b) the interests of the Lessor are as protected as they would have been if the Lessee had complied with clause 7.1(a)

7.3 Proceeds of insurance

If any loss or damage occurs which is covered by any insurance the Lessee is required to maintain under this Lease the Lessee must:

- (a) apply for the insurance proceeds immediately; and
- (b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Lessee's own money to the extent that the proceeds are insufficient.

7.4 Lessee Not to Void Insurance

The Lessee must not bring onto the Premises nor do or allow to be done any act which shall increase the rate of any premium of any policy of insurance in respect of the Premises or the Building or in any way void or adversely affect such insurance.

7.5 Lessee's Obligation to Inform

The Lessee will give full true and particular information to the office or company with which the said insurances are taken out of all matters and things known or which ought to be known to the Lessee the non-disclosure of which may void or adversely affect the indemnity under any such policy or policies of insurance.

7.6 Compliance with Insurance Council Requirements

The Lessee must, to the extent that it relates to the Lessee's use and occupation of the Premises only:

- (a) comply with the requirements of the Insurance Council of Australia, the Board of Fire Commissioners of New South Wales and the Lessor's insurers and also with the requirements of any relevant statute, regulation or other notice issued by any similar authority; and
- (b) pay to the Lessor the reasonable costs incurred by the Lessor (including alterations to the Premises) which may result from the non-compliance by the Lessee with the requirements of the Insurance Council of Australia, the Board of Fire Commissioners of New South Wales.

8 Indemnity, release and risk

8.1 Indemnity

The Lessee indemnifies the Lessor against:

- (a) all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Lessor shall become liable due to the act or neglect of the Lessee or the Lessee's Employees;
- (b) a default by the Lessee under this Lease; and
- (c) the Lessor doing anything which the Lessee must do under this Lease but has not done or which the Lessor considers the Lessee has not done properly;

except to the extent such actions, claims, demands, losses, damages, costs and expenses are caused or contributed to by the negligent or wrongful act or omission of the Lessor or the Lessor's employees or agents including the non-compliance with the terms of this Lease.

8.2 Release

The Lessee releases the Lessor from, and agrees that the Lessor is not liable for, liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death to or of any person or property on or near the Premises or the Building;
- (b) anything the Lessor is permitted or required to do under this Lease

except to the extent that loss or damage, injury or death is caused or contributed to by the negligent or wrongful act or omission of the Lessor or the Lessor's employees or agents act, omission or negligence including the non-compliance with the terms of this Lease.

8.3 Lessee's risk

- (a) The Lessee occupies the Premises and carries out any work at its own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9 Use of Premises

9.1 What the Lessee must do

The Lessee must:

- (a) **(Permitted Use)** occupy the Premises and use the Premises only for the Permitted Use;
- (b) **(Services)** pay all charges for all Services relating to the Lessee's use of the Premises;
- (c) **(Fire equipment)** maintain and keep in good working order and condition any fire protection and safety equipment servicing the Premises (including all sprinklers, alarms, hose, cocks, reels, extinguishers and detectors). Nothing in this clause requires the Lessee to upgrade the fire equipment in the Premises or the Building due to a change in the Fire Safety Laws or a change by Standards Australia International Limited;
- (d) **(notification)**
 - (i) immediately notify the Lessor of any notice from an Authority (other than an account for Services provided to the Premises); and
 - (ii) notify the Lessor of damage to or defect in the Building or the Premises or of a faulty Service immediately the Lessee becomes aware of it;
- (e) **(repair, maintenance and cleaning)** keep the Premises (including lawns, gardens and infrastructure in the Internal Car Park, the External Car Park or the Storage Area) and everything in them in good repair, clean and free of pests, having regard to their condition as at the Commencing Date including replacing any light globes and fluorescent tubes;
- (f) **(weight loads)** observe the maximum load weights throughout the Building;
- (g) **(emergency)** evacuate the Building immediately and in accordance with the Lessor's directions when informed of any actual or suspected emergency;
- (h) **(security)** secure the Premises when they are unoccupied;
- (i) **(rules)** comply with, and ensure that the Lessee's Employees comply with, all rules made under clause 12.8.
- (j) **(plate glass)** immediately repair or replace all damaged plate glass within the Premises, including interior and exterior windows, with glass of the same or a similar quality.
- (k) **(decorating)** paint, paper or otherwise treat the walls, ceiling and other internal surfaces of the Premises and polish or otherwise reinstate the

coverings to the floor of the Premises to the reasonable satisfaction of the Lessor;

- (i) If required by the Lessor, during the last year of the Term (except where the option is exercised); and
 - (ii) At any other time reasonably required by the Lessor where they have been damaged by the Lessee beyond fair wear and tear, in a manner previously approved by the Lessor (which must not unreasonably withhold its approval.
- (l) at its own cost and expense:
- (i) obtain and keep current all necessary consents, licences and permits in respect of its use and occupation of the Premises;
 - (ii) at all times comply with all applicable laws, statutory, local government, semi government, licensing and other requirements present or future affecting or relating to the Premises or the use thereof (including but without limiting the generality thereof, all fire regulations) and will keep the Lessor indemnified in respect of such matters;
- (m) ensure that all machinery, plant and equipment in, about or servicing the Premises are properly used and maintained, having regard to their condition as at the Commencing Date; and
- (n) maintain comprehensive service contracts with contractors and provide copies to the Lessor, but only while Hunter Water Corporation is the Lessee, who are appointed in accordance with the Procurement and Tendering Policy in respect of all plant equipment and machinery, including the Air Conditioning Plant, the lift, the diesel generator and the fire equipment exclusively servicing the Premises.

9.2 *What the Lessee must not do*

The Lessee must not:

- (a) **(no nuisance)** cause any nuisance, disturbance or damage to the Lessor, any other user of the Building;
- (b) **(no overloading)** misuse or do anything to overload the Services;
- (c) **(use)** allow anyone to sleep on the Premises or hold any auction, bankrupt or fire sales in the Premises;
- (d) **(no obstruction)** obstruct:
 - (i) any air vents, air-conditioning ducts, skylights, sprinklers and fire equipment in the Premises; or
 - (ii) the emergency exits from the Premises.

9.3 *Lessee's Employees to comply*

The Lessee must ensure that the Lessee's Employees comply, if appropriate, with the Lessee's obligations under this Lease.

9.4 *Suitability of Premises*

The Lessor does not in any way warrant that the Premises are suitable or safe for the purposes of the Lessee. The Lessee agrees to take the Premises in their present condition and state of repair and subject to all defects which may exist at the Commencing Date or which may occur during the term of the lease.

9.5 *Promises Negatived*

The Lessee acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Lessor in respect of suitability or zoning of the Premises for any use to be carried on therein or regarding any Air Conditioning Plant or other plant or elevators or facilities or amenities of the Premises or in respect of any other uses carried on in the Building.

9.6 *Lessee's environmental obligations*

- (a) The Lessee must not carry on any activities on the Premises which may cause Contamination to Premises or surrounding environment.
- (b) The Lessee must, in its use of the Premises, comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued under Environmental Protection Legislation.
- (c) The Lessee must not spill or deposit any Contaminants or permit any Contaminants to escape in any other way into or on the Premises, drainage or surrounding environment.
- (d) Where a spill of Contaminants has occurred, the Lessee must:
 - (i) immediately notify the Lessor, the Environment Protection Authority and any other appropriate Authority; and
 - (ii) clean up the spill and do everything necessary to minimise harm.
- (e) The Lessee must at its expense promptly comply with any notice, order, direction or requirement of the Environment Protection Authority or any other Authority:
 - i. to ensure that there is no leakage, spillage or other escape of any Contaminant into, on or from the Premises; and
 - ii. for the disposal, removal or the rendering safe of any Contaminant spill or deposit which has otherwise escaped into, on or from the Premises.

10 *Repair, redecoration and Lessee's works*

10.1 *Lessee to keep Premises and fixtures in good repair*

- (a) The Lessee must:
 - (i) keep and maintain the Premises in good repair and at the expiration or sooner determination of the Lease must yield up the Premises in good repair (having regard to their condition and

state of repair at the Commencing Date) provided that the Lessee will not be required to undertake capital or structural works (including the replacement of or replacement of component parts of the Lessor's Property or the Building) (except to the extent that such capital or structural works are required due to the act, omission, neglect or default of the Lessee or the Lessee's Employees); and

(ii) at all times comply with all reasonable requests and directions by the Lessor in relation to the Lessor's Property.

(b) The Lessee's obligations stated in clause (a) of this clause do not include responsibility for fair wear and tear and any damage caused by flood, fire, storm or tempest or by aircraft or articles falling from aircraft where such damage is not attributable to any act or omission on the part of the Lessee or the Lessee's Employees.

10.2 Service of the Lessor's Property

Without limiting clause 10.1, the Lessee must at its cost keep the Lessor's Property maintained, serviced and in good repair, having regard to their condition at the Commencing Date, without any obligation to replace it.

10.3 Dispute as to maintenance and repair

If any dispute arises pursuant to clause 10.1(a)(i) as to whether works are maintenance and repair to be carried out by the Lessee at its expense or capital or structural works to be carried out by the Lessor at its expense, either party may request the appointment of an independent and suitably qualified expert (who may be a valuer) in accordance with the provisions of clause 14.5 to determine the issue.

10.4 Approval of works

(a) The Lessee must not carry out works which affect the structural parts of the Premises without the Lessor's prior written approval, which may be withheld in its absolute discretion.

(b) The Lessee may carry out non-structural works to the Premises (including alterations or additions to its fitout, or antenna or installing any Lessee's Property in the Premises) without the need to obtain the Lessor's consent or approval, provided that the Lessee:

(i) obtains all relevant consents from any Authority in respect of such works; and

(ii) makes good any damage caused by such works.

11 Assignment and other dealings

11.1 Assignment and other dealings

The Lessee may do any of the following with the consent or approval of the Lessor, which is not to be unreasonably withheld:

(a) assign this Lease;

- (b) grant a sublease of the Premises;
- (c) grant any licence of the Premises; or
- (d) deal with its rights under this Lease in any other way.

11.2 *General requirements*

The Lessee must not do anything specified in clause 11.1 unless:

- (a) **(notice)** the Lessee has given the Lessor at least 42 days' notice of its desire to do that thing, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information including (without limitation) current audited financial statements;
- (b) **(reputation)** the Lessee establishes to the Lessor's reasonable satisfaction that any proposed assignee, sublessee or licensee:
 - (i) is of equal or better financial standing and capable of performing the Lessee's obligations under this lease; and
 - (ii) has experience and a good reputation in conducting the same business as the Permitted Use; and
- (c) **(no default)** the Lessee is not in default under this Lease, unless the default is waived by the Lessor.

11.3 *Consent to assignment of Lease*

As a condition of consent to the assignment of this Lease (but not consent to a sub-lease) the Lessor may require the assignee to provide a Bank Guarantee pursuant to clause 19 or a guarantee pursuant to clause 20.

11.4 *Alteration of Lessee Company Shareholding*

For the purposes of clause 11 (if the Lessee is a company other than a company listed on a recognised stock exchange) any change in the effective control of the Lessee, or a change in ownership of more than 25% of the issued capital shall be deemed an assignment of this lease. This clause does not apply while the Lessee is a State Owned Corporation or other similar Authority.

12 *Lessor's additional obligations and rights*

12.1 *Quiet enjoyment*

- (a) The Lessor must pay all rates, taxes and assessments charged on the Land or the Building except those which the Lessee is obliged to pay.
- (b) On paying the Rent and other money payable to the Lessor and on performing the Lessee's obligations under this Lease, the Lessee may peaceably possess and enjoy the Premises during the continuance of this Lease without any undue interruption or disturbance from the Lessor or its servants or agents.

12.2 *Lessor to insure*

- (a) The Lessor must insure the Premises at all times during the Term and any holding over for its full insurable value;
- (b) If any loss or damage occurs which is covered by any insurance the Lessor is required to maintain under this Lease the Lessor must:
 - (i) apply for the insurance proceeds immediately; and
 - (ii) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Lessor's own money to the extent that the proceeds are insufficient.

12.3 *Services*

- (a) The Lessor must use its best endeavours to keep the Services provided to the Premises available.
- (b) The Lessee is responsible for the maintenance and repair of Services unless the need for maintenance and repair has arisen as a result of, or is substantially contributed to by the act, negligence or default of the Lessor or the Lessor's Employees.
- (c) Subject to clause 12.3(a) the Lessee cannot terminate the Lease, seek an abatement of rent or compensation if the Services fail to function or if their function is interrupted due to no fault of the Lessor.

12.4 *Repairs*

- (a) The Lessor must promptly carry out in a proper and workmanlike manner all structural repairs to the Premises, the Building and the Lessor's Property (including without limitation repairs to the car parks, driveways and paved or concrete areas) to ensure that the Premises and Buildings are fit for the Permitted Use unless the need for such structural repairs has arisen as a result of or is substantially contributed to by the act, omission, neglect or default of the Lessee or the Lessee's Employees.
- (b) If the Lessor fails to perform its obligations pursuant to clause 12.4(a) promptly when requested to do so, the Lessee may elect to carry out such structural repairs as are reasonably necessary to allow the Lessee to use the Premises for the Permitted Use. If the Lessee carries out structural repairs to the Premises, the Lessee can recover the cost of those structural repairs from the Lessor by submitting a tax invoice to the Lessor within 14 days of completion of the structural works.

12.5 *To enter the Premises*

- (a) Subject to paragraph (b), the Lessor and the Lessor's Employees may enter the Premises together with all necessary equipment and workpersons at reasonable times on reasonable notice to:

- (i) show prospective lessees through the Premises and display from the Premises a sign indicating that the Premises are available for lease during the last 6 months of the Term;
 - (ii) show prospective purchasers through the Premises if the Lessor decides to sell the Building;
 - (iii) carry out any work to the Building or to any adjacent property;
 - (iv) comply with any law or requirement of any Authority affecting the Building; and
 - (v) carry out works which the Lessee has failed to do.
- (b) If the Lessor decides there is an emergency, the Lessor may enter the Premises at any time without notice.

12.6 *Change of Lessor*

If another person (**new lessor**) becomes entitled to receive the Rent payable by the Lessee then:

- (a) the Lessor is released from any obligation under this Lease arising after that new lessor acquires the Lessor's interest in this Lease;
- (b) the Lessee must procure the changes required by that new lessor to the insurances referred to in clause 7.1; and
- (c) the Lessee and the Guarantor must enter into those documents and assurances that the Lessor or the new lessor reasonably requires to enable the new lessor to enforce the benefit of any obligation owed under this Lease in the new lessor's name including if necessary, providing a replacement guarantee.

12.7 *Mortgagee's consent*

The Lessor must apply for the consent of any mortgagee of the Land to this Lease if required to do so under the terms of its mortgage. The Lessor is to pay all costs in obtaining the Mortgagee's consent.

12.8 *Rules*

- (a) The Lessor has made Rules in relation to the use, safety, access to, occupation and management of the building which appear in Schedule 1.
- (b) The Lessor may only alter the Rules with the prior written consent of the Lessee which must not be unreasonably withheld.
- (c) The Lessor is not liable for any loss or damage caused or contributed to by its non-enforcement of the Rules.

13 Name of Building

- 13.1 For so long as Hunter Water Corporation is the Lessee, the Lessee has the exclusive right to name the Building and for any signage on the Building.

13.2 The Lessee may in its absolute discretion and without the need to obtain the consent or approval of the Lessor and without the need to compensate or reimburse the Lessor for any costs incurred:

- (a) name (and change the name of) the Building; and
- (b) erect, keep, remove and repair or replace signage in or on the Premises.

13.3 The Lessee must, at its cost, repair and maintain any of its signage in or on the Premises or Building.

14 Damage to Premises or Building

14.1 *Abatement of Rent*

Subject to clause 14.3, if the Premises or the Building are damaged and the Premises:

- (a) cannot be used or are inaccessible, the Lessee is not liable to pay Rent and Outgoings for the period that the Premises cannot be used or are inaccessible; or
- (b) are still useable but the useability is diminished due to the damage, the Lessee's liability to pay Rent and Outgoings is reduced in proportion to the reduction in useability.

14.2 *Request to repair damage*

Subject to clause 14.3, if the Premises or the Building are damaged and within 21 days of the damage occurring, the Lessee requests the Lessor to repair the damage and:

- (a) the Lessor does not notify the Lessee within 28 days of receiving the Lessee's request that it intends to repair the damage; or
- (b) the Lessor notifies the Lessee that it intends to repair the damage but does not do so within a reasonable time,

if the Premises cannot be used or are inaccessible, the Lessee may terminate this Lease by giving at least 15 days' notice to the Lessor.

14.3 *Damage caused by Lessee*

If the damage to the Premises or the Building is caused or contributed to by the Lessee or the Lessee's Employees clauses 14.1 and 14.2 do not apply

14.4 *Lessor's rights not affected*

Nothing in this clause 14 affects any rights the Lessor may have if:

- (a) the damage is caused or contributed to by; or
- (b) rights under an insurance policy in connection with the Building are prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of,

the act, negligence or default of the Lessee or of the Lessee's Employees.

14.5 Dispute

- (a) If any dispute arises under clause 14 the Lessor or the Lessee (or both) may request the President of the Australian Property Institute Inc – NSW Division to appoint a Valuer to determine the dispute and the proportion of the Valuer's costs that each party must pay.
- (b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.

15 Expiry or termination

15.1 Lessee to vacate

On the earlier of the Terminating Date and the date this Lease is terminated the Lessee must:

- (a) give vacant possession of the Premises; and
- (b) if requested by the Lessor, remove any signs, advertisements or notices erected or painted by it on the Building.

15.2 Removal of Lessee's Property

During the 14 days immediately before the day the Premises must be vacated, the Lessee may remove from the Premises and the Building any of the Lessee's Property at its election.

15.3 Make good

The Lessee must make good any damage caused to the Premises or the Building in the course of complying with clauses 15.1 and 15.2.

15.4 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

15.5 No merger

The provisions of this Lease do not merge on termination.

15.6 Payment after notice

- (a) If either party gives a notice terminating this Lease, or the Lessor gives a notice demanding immediate possession of the Premises, the Lessor's acceptance of, or demand for, Rent or any other money:
 - (i) is not evidence of a new lease for the Premises; and
 - (ii) does not alter the legal effect of the notice.
- (b) If the Lessee continues to occupy the Premises unlawfully after termination of this Lease the Lessee must pay (by weekly instalments) an amount equal to the total of the Rent plus other money payable by the Lessee to the Lessor under this Lease as compensation for its occupation of the Premises.

15.7 *Lessee's Property Not Removed*

Any Lessee's Property not removed from the Premises by the Lessee at the expiration of the Term (or if the Term is determined prior to expiration, within 14 days after the sooner determination of the Term) shall be treated as abandoned and become the property of the Lessor.

16 *Default*

16.1 *Events of default*

Each of the following is a default by the Lessee under this Lease:

- (a) **(non-payment of Rent)** if the Lessee does not pay the Rent within 14 days of the due date for payment, whether or not demanded by the Lessor; and
- (b) **(essential terms)** if the Lessee does not comply with any other essential term of this Lease.

16.2 *Lessor's termination after default*

If the Lessee defaults under clause 16.1, and after the Lessor serves notice of breach of covenant (if required by law), the Lessor may terminate this Lease by:

- (a) re-entering and taking possession of the Premises, using reasonable force to secure possession;
- (b) serving notice of termination on the Lessee;
- (c) instituting proceedings for possession of the Premises against the Lessee; or
- (d) taking action under paragraphs (a) and (b) or paragraphs (b) and (c).

16.3 *Essential terms*

Each of the following obligations of the Lessee is an essential term of this Lease:

- (a) to pay Rent under clause 3;
- (b) to pay Outgoings under clause 4;
- (c) to pay interest claimed and GST under clauses 5.2 and 5.3;
- (d) to maintain the insurances under clause 7.1;
- (e) regarding the use of the Premises under clause 9.1(a) and 9.1(h);
- (f) regarding assignment and other dealings under clause 11; and
- (g) to provide a Bank Guarantee under clause 19.

16.4 *Breach of essential term*

- (a) Subject to paragraph (b), the Lessor may treat the Lessee's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation. The Lessor

is then entitled to immediate possession of the Premises without prejudice to the Lessor's rights to claim damages arising from the breach including rent for the balance of the term.

- (b) The Lessor may only treat the Lessee's breach of an essential term referred to in clause 16.3(a) as a repudiation of this Lease, and may only terminate this Lease for such a breach, if the breach has continued for at least 7 Business Days (or 20 Business Days in the case of a State Owned Corporation or other similar Authority).

16.5 Breach of non-essential term

If at any time:

- (a) the Lessee shall commit any other breach of this lease and such breach is continued after 14 days (or 28 days in the case of a State Owned Corporation or other similar Authority) after service of a notice by the Lessor on the Lessee requiring such breach to be remedied; or
- (b) execution is levied against any of the assets of the Lessee or any event occurs entitling the holder or proprietor of any charge over the whole or any part of the assets and undertaking of the Lessee to require immediate payment of monies thereby secured; or
- (c) the Lessee (being a corporation) either:
 - (i) a liquidator is appointed (other than for a voluntary liquidation for the purposes of reconstruction or reorganisation), or
 - (ii) is deregistered, or
 - (iii) enters into a scheme of arrangement with its creditors or any class thereof, or
 - (iv) is placed under administration, or
 - (v) a receiver or manager of any of its assets is appointed, or
 - (vi) seeks an inspector or an investigator is appointed pursuant to the Corporations Law; or
- (d) if a change referred to in clause 11.3 occurs with respect to the Lessee, without the prior written approval of the Lessor; or
- (e) the Premises are threatened to become or become the subject of a declaration under Section 3 of the Restricted Premises Act 1943 (NSW); or
- (f) the Lessee commits an act of bankruptcy

THEN notwithstanding any prior waiver or failure to take action by the Lessor or indulgence granted by the Lessor to the Lessee in respect of any such matter or breach whether past or continuing, the Lessee shall be deemed to be in default under this Lease and the Lessor shall under this clause have the following rights (which shall be in addition to and not in derogation of any other right or remedy of the Lessor):

- (g) to enter upon the Premises or any part thereof without the necessity of giving any notice to quit or obtaining an ejectment order and repossess the same and expel and exclude therefrom the Lessee and all or any person or persons claiming under the Lessee and thereby determine the estate of the Lessee;
- (h) by notice in writing to the Lessee determine this Lease and from the date of giving such notice this Lease shall be absolutely determined;
- (i) to remove or otherwise deal with as provided in clause 15.7 all goods fittings, fixtures and effects found on the Premises;
- (j) to recover all arrears in Rent and other monies payable by the Lessee under this Lease and in addition to recover from the Lessee damages for the breach of any essential term; and
- (k) to recover damages for breach of any other covenant contained in this Lease in respect of all losses, costs and expenses (including legal costs and disbursements on a solicitor and client basis) which are suffered or incurred by the Lessor as the result of such breach.

16.6 Mitigation of damages

If the Lessor has a duty to mitigate its damages:

- (a) the Lessor's conduct in performing this duty does not constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; and
- (b) that duty does not apply if the Lessee vacates or abandons the Premises during the last year of the Term and the Lessor intends to renovate or demolish the Premises.

16.7 Lessor's rights after Lessee vacates during Term

- (a) If the Lessee vacates or abandons the Premises during the Term, the Lessor may:
 - (i) accept the keys to the Premises from the Lessee;
 - (ii) renovate, restore and clean the Premises;
 - (iii) change the locks and secure the Premises; or
 - (iv) allow prospective tenants to inspect the Premises.
- (b) The Lessor may take any action in paragraph (a) without the Lessor's conduct constituting:
 - (i) a re-entry or termination of this Lease; or
 - (ii) the acceptance of a surrender of this Lease.
- (c) The Lessee's obligation to pay Rent and to comply with its other obligations under this Lease continues, even if the Lessee vacates or abandons the Premises, until the termination or expiry of this Lease.

16.8 *No waiver*

If the Lessor:

- (a) accepts Rent or other money under this Lease (before or after termination);
- (b) does not exercise or delays exercising any right under clause 16;
- (c) gives any concession to the Lessee;
- (d) attempts to mitigate its loss; or
- (e) shows prospective tenants through the Premises;

it is not a waiver of any breach or of the Lessor's rights under this Lease.

17 *Notices*

17.1 *How to give a notice*

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

17.2 *When a notice is given*

A notice, consent or other communication that complies with this clause is taken as given and received:

- (a) if it is delivered or sent by fax:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia – 3 Business Days after posting; or
 - (ii) to or from a place outside Australia – 7 Business Days after posting.

17.3 *Address for notices*

A person's address and fax number are those set out below that person's name in this Lease, or as the person notifies the sender.

18 General

18.1 *Lessor's approval or consent*

If this Lease says that the Lessor's approval or consent must be obtained by the Lessee, then:

- (a) it must be obtained before the act or thing is done; and
- (b) the Lessor must not unreasonably withhold its consent or approval unless this Lease says otherwise.

18.2 *Giving effect to this Lease*

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

18.3 *Operation of indemnities*

The Lessor may recover a payment under an indemnity in this Lease before it makes the payment in respect of which the indemnity is given.

18.4 *Operation of this Lease*

- (a) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

18.5 *Governing law*

This Lease is governed by the law in force in New South Wales.

18.6 *Exclusion of implied covenants*

The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

18.7 *Exclusion of contrary legislation*

Any legislation that adversely affects an obligation of the Lessee, or the exercise by the Lessor of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

18.8 *Waiver and variation*

A provision of or a right under this Lease may not be waived or varied except in writing signed by the party waiving the provision or right.

18.9 Deed

This Lease operates as a deed even if it is not registered.

18.10 Lessor to act reasonably

Except as expressly stated to the contrary, where the Lessor is entitled or required to exercise a discretion under this Lease, the Lessor must exercise that discretion in a reasonable manner and not unreasonably withhold or delay its consent.

18.11 Fixing of notices

At no time during the Lessee's occupation of the Premises will the Lessor be entitled to affix 'for sale' and/or 'for let' notices to the Premises without the consent of the Lessee, which consent will not be unreasonably withheld.

19 Bank guarantee

19.1 Delivery of bank guarantee

If an amount is specified in Item 10 as a bank guarantee, the Lessee must give a bank guarantee to the Lessor on or before the Commencing Date. The bank guarantee must:

- (a) be issued by a bank approved by the Lessor;
- (b) contain an unconditional undertaking to pay the Lessor on demand, and any other terms required by the Lessor;
- (c) subject to paragraph, be for the amount specified in Item 10; and
- (d) not expire earlier than 6 months after the Terminating Date.

19.2 Lessor's right to call

If the Lessee defaults under this Lease (including any extension or holding over), whether this Lease is registered or not, then the Lessor may call on the bank guarantee without notice to the Lessee, and apply the proceeds towards remedying the default.

19.3 Obligation to replace

If the Lessor calls on the bank guarantee or the Rent is increased, then no later than 7 days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor a replacement or additional bank guarantee so that the amount guaranteed is the amount in Item 10 as adjusted for an increase in Rent.

19.4 Transfer

If the Lessor (the **transferor**) transfers its interest in the Premises and hands over the bank guarantee to the transferee, the transferor is released from all obligations to the Lessee in relation to the bank guarantee. If requested by the transferee, the Lessee must promptly give to the transferee a replacement bank guarantee in favour of the transferee. If the Lessee does not provide the replacement bank guarantee, the transferor may make demand under the bank guarantee and hand over the proceeds to the transferee to hold as a

security deposit instead of the bank guarantee until the Lessee provides the replacement bank guarantee to the transferee.

20 Guarantee and indemnity

20.1 Consideration

The Guarantor gives this guarantee and indemnity in consideration of the Lessor agreeing to enter into this Lease. The Guarantor acknowledges the receipt of valuable consideration from the Lessor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

20.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Lessor the punctual performance and observance by the Lessee of its obligations:

- (a) under this Lease; and
- (b) in connection with its occupation of the Premises,

including the obligations to pay money.

20.3 Indemnity

The Guarantor unconditionally and irrevocably indemnifies the Lessor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, a breach by the Lessee of this Lease, including a breach of the obligations to pay money.

20.4 Enforcement of rights

The Guarantor waives any right it has of first requiring the Lessor to commence proceedings or enforce any other right against the Lessee or any other person before claiming under this guarantee and indemnity.

20.5 Continuing security

This guarantee and indemnity is a continuing security and is not discharged by any one payment.

20.6 Guarantee not affected

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or debtor and the rights of the Lessor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the Lessor granting time or other indulgence to, compounding or compromising with or releasing the Lessee;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Lessor;
- (c) any transfer of a right of the Lessor;
- (d) any variation, assignment, extension or renewal of this Lease or holding over;

- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) any change in the Lessee's occupation of the Premises;
- (g) the non registration of this Lease; or
- (h) this Lease not being effective as a lease for the Term.

20.7 Suspension of Guarantor's rights

The Guarantor must not, without the Lessor's approval which the Lessor may withhold in its absolute discretion:

- (a) raise a set-off or counterclaim available to it or the Lessee against the Lessor in reduction of its liability under this guarantee and indemnity;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Lessor in connection with this Lease;
- (c) make a claim or enforce a right against the Lessee or its property; or
- (d) prove in competition with the Lessor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed for the Lessee or the Lessee is otherwise unable to pay its debts when they fall due,

until all money payable to the Lessor in connection with this guarantee and indemnity and this Lease is paid.

20.8 Reinstatement of guarantee

If a claim that a payment to the Lessor in connection with this Lease or this guarantee and indemnity is void or voidable (including a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Lessor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.

20.9 Costs

The Guarantor agrees to pay or reimburse the Lessor on demand for:

- (a) the Lessor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs and expenses on a full indemnity basis; and
- (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

Money paid to the Lessor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 20.9 then against other obligations under this guarantee and indemnity.

20.10 This Lease

References in this clause 20 to 'this Lease' are references to this Lease (whether or not registered) and any renewal or extension of it or holding over under it. The Guarantor's obligations under this clause apply whether this Lease is registered or not and even if this Lease is found not to be a lease or is found to be a lease for a term less than the Term.

21 Option for a new lease

21.1 What Lessee must do

If there are particulars of a new lease in Item 12, the Lessor must grant a new lease of the Premises to the Lessee on the Terminating Date to commence on the next day if:

- (a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for the term first specified in Item 12 within one month of:
 - (i) accepting the Lessor's assessment of the current market rent pursuant to clause 3.7(b); or
 - (ii) receiving the determination of the current market rent made by the Valuer pursuant to clause 3.9;
- (b) the Lessee has paid the Rent on time and not committed any serious breaches of the Lease and, when the Lessee gives notice under clause 21.1(a), and on the Terminating Date, the Lessee is not in breach of this Lease; and
- (c) the Lessee delivers to the Lessor, on or before the commencing date of the new lease, security in connection with the Lessee's obligations under the new lease on the same terms as any given in connection with the Lessee's obligations under this Lease.

21.2 Terms of new lease

The new lease is to be identical with this Lease except that:

- (a) if the particulars of the new lease are the only particulars specified in Item 12, this clause 21 and Item 12 are deleted;
- (b) if particulars of more than one new lease are specified in Item 12, the particulars of the new lease first specified are deleted from Item 12;
- (c) the term, the commencing date, the terminating date, the review dates and types of reviews are to be those first specified in Item 12;
- (d) the rent on the commencing date of the new lease is the annual rent agreed upon pursuant to clause 3.7 or determined under clause 3.8 - 3.12. For the avoidance of doubt, the rent on the commencing date of the new lease is to be determined by market review;
- (e) the new lease must reflect any variations to this Lease which become effective during the Term; and

- (f) the new lease includes any term which the Lessor reasonably requires due to any change in the law.

22. Sustainability

- (a) The Lessor may undertake Sustainability Initiatives to the Building having regard to, amongst other things:
 - (i) the design, construction and age of the Building and the Services in it;
 - (ii) the fit-out in the Building;
 - (iii) the number of occupants in the Building and their particular uses; and
 - (iv) the hours of operation of the Building,provided that the Lessor takes all reasonable steps to minimise any interference with the exercise by the Lessee of its rights under this Lease, and otherwise complies with this clause.
- (b) The Lessor must give the Lessee at least 60 days notice in writing of any Sustainability Initiatives that it intends to implement in relation to the Building.
- (c) The Lessor and Lessee agree to meet within one month of the notice provided by the Lessor under clause (b) to agree on the implementation of the Sustainability Initiatives and consider any reasonable concerns raised by the Lessee including, inter alia:
 - (i) how to minimise any impact the proposed Sustainability Initiatives may have on the operation of the Lessee's business;
 - (ii) any cost that might be incurred by the Lessee as a consequence of implementing any proposed Sustainability Initiatives;
 - (iii) what cost savings for the Lessee may result from the implementation of the Sustainability initiatives, if any having regard to the particular circumstances of the Lessee which might include, for instance the Lessee having in place a bulk electricity supply agreement, and the price under the agreement being unaffected by energy efficiencies of the Building; and
 - (iv) any work, health and safety matters that require consideration prior to the implementation of the proposed Sustainability Initiatives.
- (d) If the parties are unable to agree on the implementation of the Sustainability Initiatives, any dispute will be determined in accordance with clause (n).
- (e) The Lessee agrees to cooperate with and implement the Lessor's Sustainability Initiatives agreed under clause (c) or determined under clause (n) and to comply with the Lessor's reasonable procedures.
- (f) Without limiting the general nature of clause 22(e) the Lessee agrees to give the Lessor access to the Premises to:

- (i) collect data;
 - (ii) install meters; and
 - (iii) otherwise pursue the Lessor's initiatives and implement reasonable procedures relating to the Sustainability Initiatives.
- (g) In exercising its rights under this clause the Lessor:
- (i) must give reasonable prior notice to the Lessee of its intention to access the Premises; and
 - (ii) take reasonable steps to minimise any interference with the Core Functions of the Lessee's Business,
- provided that the Lessee acknowledges that it may be necessary for the Lessor to undertake work relating to the Sustainability Initiatives during the Lessee's hours of operation.
- (h) For avoidance of doubt, the Core Functions of the Lessee's Business means:
- (i) the Lessee's use of the Building between 8am and 5.30pm on a Business day for its ordinary business functions, including availability of public access;
 - (ii) access to the Building 24 hours a day 7 days a week for the Lessee's personnel for the purpose of performing activities related to the operation of the Lessee's call centre, the Lessee's dispatch and operations centre, any response to an operational emergency or the Lessee's data centre; and
 - (iii) the Lessee's capacity to operate the call centre, the dispatch and operations centre and data centre 24 hours 7 days a week.
- (i) The Lessee must provide all information reasonably requested by the Lessor and within such time as may be reasonably required by the Lessor:
- (i) to obtain Energy Ratings for the Premises, or such other areas licensed by the Lessee in the Building;
 - (ii) to obtain Energy Ratings for the Building, or the Services that are base building or central services; or
 - (iii) to comply with Environmental Protection Legislation, including the Lessor's reporting and disclosure requirements for the environmental performance of the Premises, Building, or other areas licensed by the Lessee in the Building.
- (j) The Lessee must, in addition to its obligation under this clause, collect and maintain records of all relevant information required under clause 22(i) and disclose such information to the Lessor at regular intervals, but no more than once every quarter.
- (k) Subject to (l) and (m) the Lessee must pay to the Lessor on demand a contribution towards the cost of the Sustainability Initiatives, which must

not exceed the agreed cost savings to the Lessee arising from the Sustainability Initiatives.

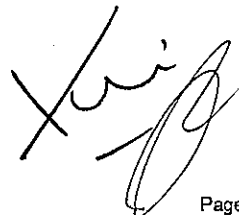
- (l) If the cost savings from the Sustainability Initiatives will accrue to the Lessee over a period of time, the Lessee may pay the contribution to the Lessor by instalments over that period.
- (m) For the avoidance of doubt it is the intention of the parties that the Lessee should have the benefit of any cost savings from the implementation of the Sustainability Initiatives once the Lessee has contributed the agreed contribution. For example, if the cost of the Sustainability Initiative is repaid by cost savings during the term of the Lease, then after it has been repaid, the Lessee is still entitled to the benefit of cost savings.
- (n) Disputes
 - (i) If the parties cannot agree under clauses (c) or (k) on the implementation and the amount of the Lessee's contribution (if any) to the Sustainability Initiatives, either party may notify the other party that it requires the appointment of an independent and suitably qualified expert to determine whether the Sustainability Initiatives should be implemented and the amount of the Lessee's contribution (if any).
 - (ii) If the parties are unable to agree on an independent and suitably qualified expert within 14 days of the notice, either party may request the President of the Law Society to appoint an independent and suitably qualified expert to determine the issue.
 - (iii) In making their determination, the expert appointed under clause (n)(i) must take into account the following matters:
 - (A) the benefit of the Sustainability Initiatives to the environmental footprint of the Building and the Energy Ratings for the Premises and the Building;
 - (B) the impact of the proposed Sustainability Initiatives on the operation of the Lessee's business, including the Core Functions of the Lessee's business; and
 - (C) the cost of implementation of the Sustainability Initiatives and the estimated cost savings to the Lessee of the Sustainability Initiatives.
 - (iv) The expert must act as an expert and not as an arbitrator and make their decision within 28 days of appointment. The parties shall each pay one half of the costs of the expert.



Schedule 1 Rules

The parties acknowledge while Hunter Water Corporation is the sole occupant of the Building, rules 4, 8, 9, 10, 13, 15, 16 and 19 will not apply.

1. No new window curtains, window blinds, window screens or awnings may be erected without the approval of the Lessor and if any such appurtenances are approved they must be fabricated of non-flammable material.
2. No television or radio mast or antenna may be affixed to any part of the Building without the consent of the Lessor and no musical instrument, gramophone, radio, amplifier, television audio visual or other sound or picture producing equipment may be used or operated in the Premises or in any part of the Building unless such equipment is not audible or visible from outside the Premises.
3. The Lessee must not use any method of cooling or heating the Premises other than as installed as at the Commencing Date or as prescribed and fixed by the Lessor under special agreement made with the Lessor for the purpose.
4. The Lessee must use or permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Premises or the common areas of the Building and at such times as the Lessor (or any other person nominated by the Lessor as having control of such areas) may from time to time permit and the Lessee must generally comply with all reasonable requirements of the Lessor in regard to such matters.
5. No rubbish or waste may at any time be burned in the Building.
6. No major installation using explosive power driven method of fixing articles to ceilings, walls or floors may be made without the Lessor's prior written consent.
7. Not used.
8. The Lessee must appoint a floor warden for each whole floor of the Building or part a floor leased by the Lessee and must ensure that the Lessee and persons under its control are fully aware of all safety and emergency procedures for the Building. The Lessee must comply with any practice or test procedures and drills from time to time arranged or required by the Lessor in connection with the emergency and evacuation procedures for the Building required by law.
9. The footpaths, entrances, passages, halls, lifts, staircases, fire doors and escape doors must not be obstructed by the Lessee and persons under its control or be used by them for any other purpose than for ingress to or egress from the Premises.
10. The toilets and other water supply apparatus and the tea rooms and the Lessor's equipment therein must not be used for any purpose other than that for which they were constructed and no tea leaves, sweepings, rubbish, rags, ashes or other substance may be placed in the drainage system in them. The cost of making good any damage resulting to such apparatus or otherwise from such misuse by the Lessee and persons under its control (including, without limitation, the cost of repairing, renewing, reinstating or replacing such apparatus, equipment or other thing) must be borne by the Lessee.
11. The Lessee must not suffer any accumulation of useless property or rubbish in the Premises or adjacent thereto which may cause a fire hazard.

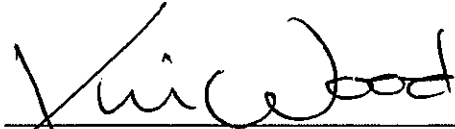


12. All keys (including car keys and other security access devices) belonging to the Building held by the Lessee during its occupancy whether the same have been provided by the Lessor or made or procured by the Lessee for its own use must be surrendered to the Lessor on the termination of his tenancy and the Lessee must not cause any duplicate or facsimile of them to be made.
13. The Lessee and persons under its control must not make or permit any improper or unseemly noises in the Building or interfere in any way with other Lessees or persons in the Building or mark or otherwise defile the Building.
14. 15 Nothing may be thrown by the Lessee and persons under its control out of the windows or doors or from the roof or roofs, balconies or in the lift wells or passage or on skylights or areas of the Building.
15. Access to the Building outside business hours must be by means of a card access system and the Lessee and persons under its control must comply with all reasonable requirements of the Lessor in relation to the operation of such card access system and the general security arrangements for the Building.
16. The Lessee must use the passenger lifts only for the carriage of passengers and must not except with the prior express consent of the Lessor or its building supervisor use them for the carriage of goods.
17. The Lessee must give to the Lessor or to its managing agent prompt notice of any accident to or defect in any of the services connected to the Building within five Business Days.
18. The Lessee must not prepare or cook food other than in any areas which may be provided and which are approved by the Lessor for the purpose.
19. The air conditioning plant for the Building must not be operated on Saturdays Sundays or public holidays but otherwise will as far as practicable be operated between 8:00am and 6:00pm on all other days in the year. However, the Lessee may arrange with the Lessor's managing agent for the air conditioning of the Premises outside these hours at the cost of the Lessee.
20. Notwithstanding that doors to service ducts and cupboards may be located within the Premises the Lessee must not position furniture or equipment so as permanently to obstruct such ducts and cupboards and must allow the Lessor access to them.
21. Not used.
22. Not used.
23. The Lessee will comply with all relevant current legislative requirements in relation to smoking in the Premises or Building.




Executed as a deed

Signed sealed and delivered for and on
behalf of **Hunter Water Corporation** by
its Attorney, who declares that the
Attorney has not received any notice of
the revocation of such Power of Attorney,
in the presence of:



Signature of Attorney



Signature of Witness

Kimley John Wood

Name of Attorney in full

PETER JAMES KEMBREY

Name of Witness in full

Book 4624 No. 483

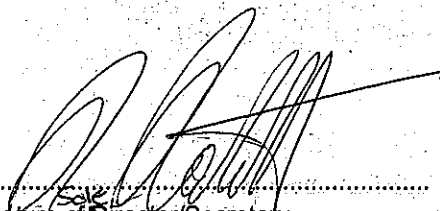
Power of Attorney

36 HONEYSUCKLE DR

Address of Witness NEWCASTLE

Executed by **Patella Holdings Pty**
Limited ACN 059 541 169
in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

.....
Signature of Director

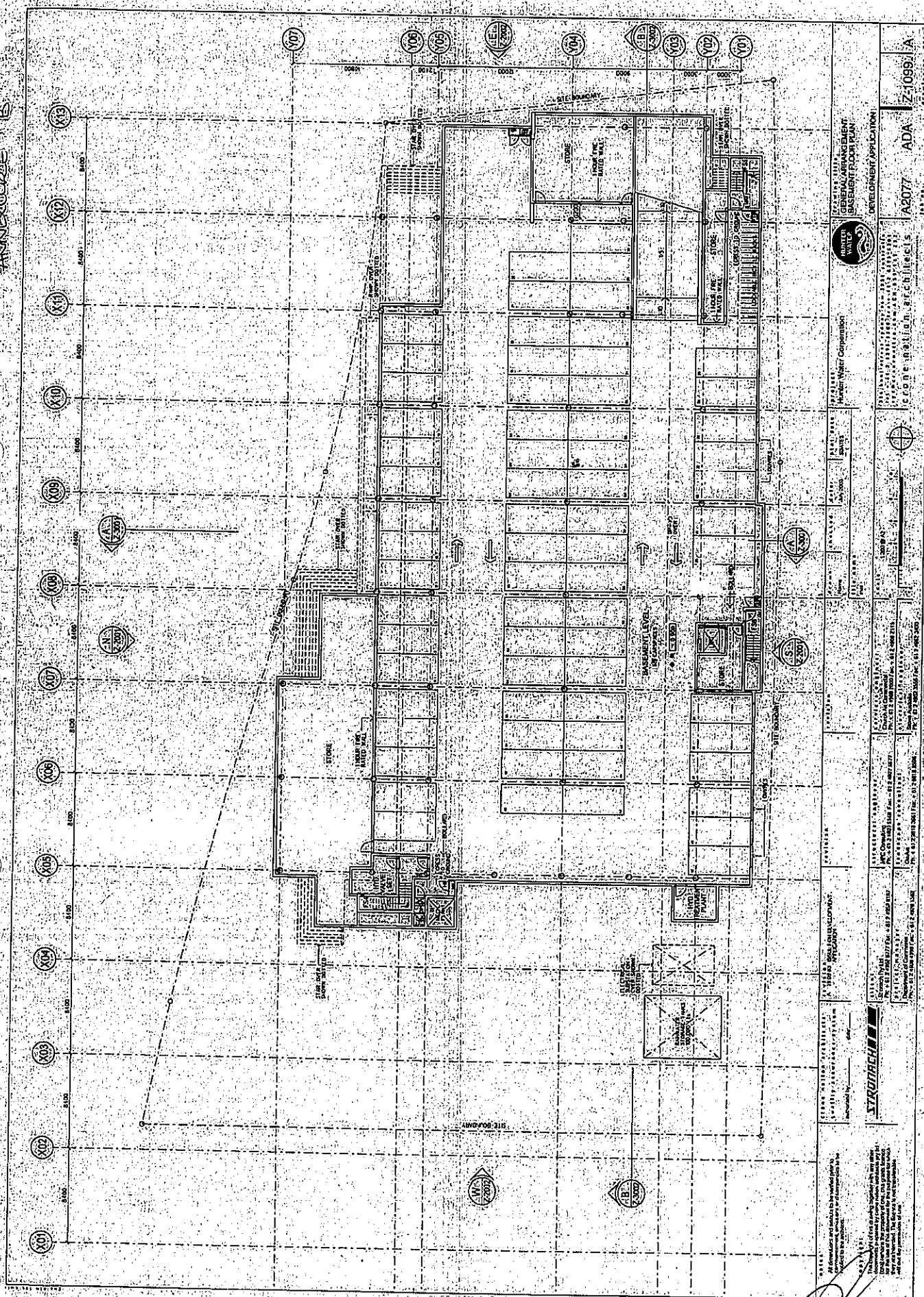

.....
Signature of Director/Secretary

.....
Print name of Director

FRANZ
Peter F Patella
.....
Print name of Director/Secretary

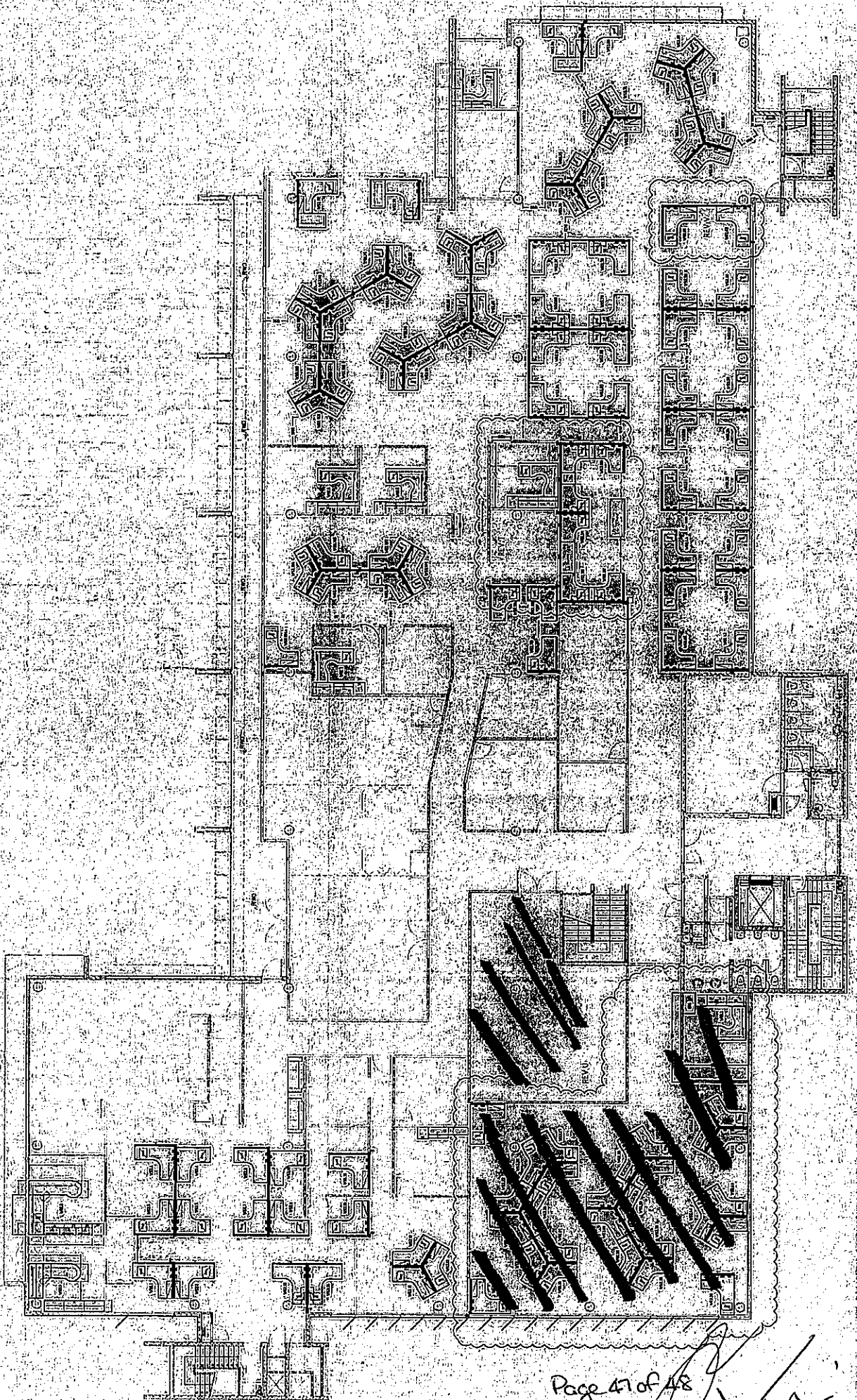
A-1
Peter Franz
16.2.16
authorised to
make charge.

ANNEXURE E



ANNEXURE 10

211/100/0000000/0000 - Level 2



[Handwritten signature]

* BASEMENT AREA UTILISED 24 HOURS *
 ALL HEIGHT WORK HEIGHTS TAKEN FROM RL 0500

* BASEMENT AREA UTILISED 24 HOURS *

ALL DUCTWORK HEIGHTS TAKEN FROM R/L 0.900-

Page 48 of 48

8 of 48

CONSENT TO LEASE

R.P.A.

WESTPAC BANKING CORPORATION ABN 33 007 457 141 (hereinafter called "the Bank") being the Mortgagee under Mortgage No AI834869 of the premises demised by the within Lease hereby consents to such Lease as from the registration thereof and not otherwise and subject to the following conditions and provisions namely:

1. THAT this consent shall be without prejudice to the rights powers and remedies of the Bank and its assigns under the said Mortgage which shall remain in full force and effect as if this consent had not been given except that so long as the covenants and provisions of the said Lease are duly observed and performed the Bank will in the event of the exercise of the power of sale or other power or remedy of the Bank or its assigns on default under the said Mortgage exercise the same subject to the then subsisting rights of the Lessee his executors administrators and assigns under the said Lease.
2. THAT so long as the Bank or its assigns is or are registered as Mortgagee of the said premises the Lessee shall obtain the consent or approval of the Bank or its assigns in addition to the consent or approval of the Lessor in all cases where under the said Lease the consent or approval of the Lessor is required.
3. THAT upon the Bank or its assigns giving notice to the Lessee of demanding to enter into receipt of the rents and profits of the said premises the covenants on the part of the Lessee expressed or implied in the said Lease shall be deemed to have been entered into by the Lessee with the Bank and its assigns and all the rights powers and remedies of the Lessor under the said Lease shall vest in and be exercisable by the Bank and its assigns until such notice be withdrawn or the said Mortgage be discharged.
4. The Bank shall in no way be bound to perform and shall not incur any liability in respect of the covenants and agreements expressed or implied in the said Lease and on the part of the Lessor to be performed and observed.
5. The word "Lessee" where used herein shall mean and include the Lessee his executors administrators or permitted assigns.

DATED this 15TH day of SEPTEMBER 2015

I certify that I am an eligible witness and that the person whose signature appears opposite signed this dealing in my presence. [See note* below].

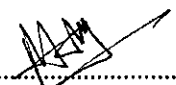
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee
SIGNED by MOHAMMAD AHSAN
as attorney for Westpac Banking Corporation under power of attorney Book 4299 No.332.

Signature of Witness: 

Name of Witness: Con Kefalianos

Bank Officer,
Address of Witness: 1 King St, Concord West,
NSW 2138

SIGNED by
Patella Holdings Pty Ltd ACN 059 541 169
by authority of its directors


Signature

By executing this agreement the attorney states that the attorney has received no notice of the revocation of the power of attorney.

.....
*Secretary/Director

.....
Director

.....
Name in full (BLOCK LETTERS)

.....
Name in full (BLOCK LETTERS)

(Lessor)

*Delete whichever is not applicable

SIGNED by
Hunter Water Corporation ABN 46 228 513 446
by authority of its directors

.....
*Secretary/Director

.....
Director

.....
Name in full (BLOCK LETTERS)

.....
Name in full (BLOCK LETTERS)

(Lessee)

**Delete whichever is not applicable*