

DEED OF LEASE

THIS DEED OF LEASE is made effective as of the ____ day of _____, _____
(hereinafter the "Lease").

BETWEEN:

(full legal name of landlord)

(complete address of landlord)

(hereinafter the "Landlord")

- and -

(full legal name of tenant)

(complete address of tenant)

(hereinafter the "Tenant")

- and -

(full legal name of guarantor)

(complete address of guarantor)

(hereinafter the "Guarantor")

NOW THEREFORE the Landlord leases to the Tenant and the Tenant takes on lease the premises and any applicable carparks as described in the First Schedule attached (hereinafter the "Premises"), together with the right to use:

- (a) the property's common areas; and
- (b) fixtures and fittings contained in the Premises as supplied by the Landlord.

THIS LEASE shall be for the term from the commencement date and at the annual rental rate (subject to applicable reviews) as stated in the First Schedule attached.

THE LANDLORD AND THE TENANT covenant as stated in the Second Schedule attached.

THE GUARANTOR covenants with the Landlord as stated in the Third Schedule attached.

SIGNED by the Landlord (*delete the following if inapplicable*) [by its director(s)/duly appointed attorney]

in the presence of:

(Witness Signature)

(Landlord Signature)

Name of Witness

Name of Landlord or Position of Signatory

Occupation of Witness

Address of Witness

SIGNED by the Tenant (*delete the following if inapplicable*) [by its director(s)/duly appointed attorney]
in the presence of:

(Witness Signature)

(Tenant Signature)

Name of Witness

Name of Tenant or Position of Signatory

Occupation of Witness

Address of Witness

SIGNED by the Guarantor (*delete the following if inapplicable*) [by its director(s)/duly appointed attorney]
in the presence of:

(Witness Signature)

(Guarantor Signature)

Name of Witness

Name of Guarantor or Position of Signatory

Occupation of Witness

Address of Witness

Note: This Lease must be executed by a company in accordance with section 180 of the Companies Act 1993. If two (2) directors sign on behalf of a party, a witness IS NOT required for their signatures. If only one director or a director and authorised signatory(ies) or attorney(ies) sign on behalf of a party, their signatures must be witnessed.

FIRST SCHEDULE

1. Premises

The Premises is legally described as follows:
(insert complete legal description)

and the Premises' street address is:
(insert complete street address)

being a total of _____ m² (insert measured Premises area) on the _____ (insert floor number) floor of the building.

2. Term of Lease

This Lease shall initially be for a term of _____ (insert number in words) (_____) (insert number) years commencing on the _____ day of _____, _____ (hereinafter the "Commencement Date").

3. Renewal Rights

This Lease shall have _____ (insert number in words) (_____) (insert number) right(s) of renewal of _____ (insert number in words) (_____) (insert number) years.

4. Renewal Dates

The renewal dates for this Lease shall be:

the _____ day of _____, _____ ;
the _____ day of _____, _____ ;
the _____ day of _____, _____ .

(hereinafter the "Renewal Dates")

5. Final Expiry Date

The final expiry date for this Lease shall be the _____ day of _____, _____ (hereinafter the "Final Expiry Date").

6. Annual Rent

The annual rent paid by the Tenant to the Landlord shall be _____ (insert number in words) DOLLARS (\$_____) (insert dollar value) **plus GST** (hereinafter the "Annual Rent"). The Annual Rent shall be subject to review as stated in section 8 of this First Schedule herein.

7. Monthly Rent

The monthly rent paid by the Tenant to the Landlord shall be _____ (*insert number in words*) DOLLARS (\$_____) (*insert dollar value*) **plus GST** (hereinafter the "Monthly Rent"). The Monthly Rent shall be due on the first/last (*delete inapplicable*) day of each month commencing on the ____ day of _____, _____ (hereinafter the "Rent Payment Date").

8. Rent Review Dates

(delete inapplicable)

The Annual Rent and any monthly carpark payments shall be reviewed on the Renewal Dates (hereinafter the "Rent Review Date").

OR

The Annual Rent and any monthly carpark payments shall be reviewed on:
(insert specific review dates below)

(hereinafter the "Rent Review Date").

9. Carparks

(delete this section if inapplicable)

For the term of this Lease, the Tenant shall be assigned (subject to review) _____ (*insert number in words*) (____) (*insert number*) parking stalls in the carpark located at:

(insert complete street address)

In addition to the Monthly Rent, the Tenant shall pay to the Landlord, on a monthly basis and on the Rent Payment Date, _____ (*insert number in words*) DOLLARS (\$_____) (*insert dollar value*) **plus GST** for EACH parking stall assigned to the Tenant.

10. Proportion of Tenant's Outgoings

The proportion of the property's outgoings that the Tenant shall pay is _____ (*insert number in words*) percent (____) (*insert number*) %.

11. Business Use

The Premises is only intended for business use by the Tenant and shall not be used for any other purpose subject to section 8 in the Second Schedule herein.

THIS IS A 25-PAGE DOCUMENT.