

# **Commonwealth National Lease**

Lease in relation to:

Suite 201, 213 Miller Street, North Sydney NSW 2060

NMBE Pty Ltd ACN 002 269 374 as trustee for the Malki Trust ABN: 95 152 236 231 (Landlord)

High Speed Rail Authority ABN: 88 675 754 520 (Tenant)

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# PART A. PARTICULARS AND INTERPRETATION

Informa	tion Table		
ltem 1	Landlord (Clause 48.9)	Name and ACN/ABN (if applicable):	NMBE Pty Ltd as trustee for the Malki Trust
			ACN: 002 269 374
			ABN: 95 152 236 231
		Landlord's Representative:	s47F
		Address for service:	19 Rosebery Avenue
			Rosebery NSW 2018
		Email:	s47F @intera.com.au
		Telephone:	s47G(1)(a)
ltem 2	Tenant	Name and ACN/ABN	High Speed Rail Authority
	(Clause 48.9)	(if applicable):	ACN: N/A
			ABN: 88 675 754 520
		Tenant's	s22(1)(a)(ii)
		Representative:	Senior Manager Corporate Services
		Address for service:	GPO Box 594
			Canberra City ACT 2601
		Email:	corporate@hsra.gov.au
		Telephone:	s22(1)(a)(ii)
ltem 3	Land (Clause 1.1)		o Identifiers 3/237745 & 1/237745 t, North Sydney NSW 2060
ltem 4	<b>Premises</b> (Clause 2 and Schedule 2)	Suite 201, 213 Miller Stree	et, North Sydney NSW 2060
ltem 5	<b>Car Parking Bays</b> (Clause 13 and Schedule 3)	The Building has a large basement car park that is managed by Wilson Parking. Casual and permanent parking is available as required directly with the parking operator. Lift access is available from car park direct to the level on which the Premises are situated.	
ltem 6	Term (Clause 2)	Two (2) Years	

ltem 7	<b>Commencement</b> <b>Date</b> (Clause 1.1)	1 July 2024
Item 8	Expiry Date (Clauses 1.1 and 39)	30 June 2026
Item 9	<b>Permitted Use</b> (Clause 8.1)	Office accommodation

s47D, s47G(1)	(a)	
Item 15	Review Dates in Option Term(s) (Clause 3.1.1.g)	Not applicable.
Item 16	External signs (Clause 12.2)	Tenant to obtain Landlord's consent prior to affixing External Signs.
Item 17	Naming rights (Clause 12.3)	Tenant does not have naming rights for the Building.
Item 18	<b>Rules</b> (Clause 15)	Not applicable.

s47D, s47G(1)(a)

Outgoings exclude:

s47D, s47G(1)	)(a)	
ltem 20	Cleaning the Premises (Clause 31.1)	Refer to clause 31.1
ltem 21	Cleaning the external windows (Clause 31.2.2)	Frequency of window cleaning: Each 6 months during the Term
ltem 22	Green Lease Schedule (Clause 32)	Not Applicable
s47D, s47G(1)	)(a)	
Item 24	Minimum frequency for painting (Clause 34.1.1.a)	Not Applicable
ltem 25	Minimum frequency for replacing floor coverings (Clause 34.1.1.b)	Not Applicable
ltem 26	Normal Business Hours (Clause 1.1)	8:00 am to 6:00 pm Monday to Friday inclusive except for public holidays in the Jurisdiction.
s47D, s47G(1	)(a)	

s47D, s47G(1	)(a)	
Item 31	Resolution of disputes (Clause 46.3.1)	Clauses 2, 3, 4, 5, 7, 9, 14, 16, 17, 28, 29, 30, 37, 38, 40, 45 and 46 of this Lease may be dealt with through legal proceedings rather than, or as well as, being determined by the Expert.
Item 32	Laws that do not apply to this Lease (Clause 48.1.3)	Not applicable.
Item 33	Prior Agreement (Clause 48.3)	Not applicable.
s47D, s47G(1	)(a)	Malki Trust ABN 95 152 236 231

# 1. Interpreting this Lease

# 1.1. Definitions

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

Asbestos	means the fibrous form of the mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, crocidolite (blue asbestos), chrysolite (white asbestos), tremolite, or any material or object containing one or more of these minerals.
Australian Standards	means any standard published by Standards Australia Limited in the form applicable at the Commencement Date.
Authority	means the Commonwealth, the State or Territory of the Jurisdiction, or any federal, state or local government administrative body, government body, department or agency or anybody exercising Powers and, where the context requires, means an Authority which has jurisdiction or Powers in the context of the relevant clause of this Lease.
Building	means the building and all improvements in the building located on the Land.
Building Name	means the name and logo which are approved under clause 12.3.2.a.
s47D, s47G(1)(a)	
Claim	means an action, claim, proceeding, expense, demand or damages.

s47D, s47G(1)(a)			
Combustible Cladding	means cladding materials or products that do not comply with the fire resistance provisions of the <i>National</i> <i>Construction Code</i> including, without limitation, aluminium composite panels with a polyethylene core and expanded polystyrene and any other cladding materials or products that are prohibited by a Law or Requirement.		
Commencement Date	means the date specified in Item 7.		
Common Areas	means those areas of the Land and Building provided for common use by the Tenant, other occupants of the Building or members of the public, including loading docks, risers, entrances, lobbies, corridors, passages, stairways, lifts, escalators, toilets, tearooms and washrooms in the Building and, where applicable, access and egress roads, pathways, walkways and pavements.		
Commonwealth	means the Commonwealth of Australia.		
Commonwealth Company	has the meaning given to it in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).		
Corporate Commonwealth Entity	has the meaning given to it in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).		
s47D, s47G(1)(a)			
Dispute Notice	means a Notice given by one Party to the other Party in accordance with clause 48.9 of this Lease in which the nature of the dispute is specified in reasonable detail.		
EPBC Act	means the Environment Protection and Biodiversity Conservation Act 1999 (Cth).		
Early Access Period	has the meaning given to that term in clause 49.1.1.		
<b>Existing Fitout</b>	means the fitout in the Premises at the earlier of:		
	<ul> <li>a. if the Tenant is given access to the Premises in accordance with clause 49, the first day of the Early Access Period; and</li> </ul>		

	b. the Commencement Date.	
Expert	means an appropriate practising professional appointed at the request of either Party by:	
	a. the chairperson for the time being of the Resolution Institute ABN 69 008 651 232 in the Jurisdiction; or	
	<ul> <li>if there is no such body in existence at the time of the request, the chairperson for the time being of an equivalent body.</li> </ul>	
Expiry Date	means the date specified in Item 8.	
External Signs	means a sign (including an illuminated sign), advertisement or notice either:	
	a. inside the Premises which is visible from outside the Building; or	
	b. outside the Premises.	
Fittings	means chattels, fixtures, partitions and equipment.	
Fixed Review Date	means a date specified as such in Item 12.	
GLS	means the Green Lease Schedule at Schedule 7.	
GST	means the same as in the GST law.	
GST law	means the same as GST law means in <i>A New Tax System</i> (Goods and Services Tax) Act 1999 (Cth).	
Hazardous Chemical	includes anything which may create a risk to the health or safety of persons including the Tenant and anything which is a hazardous chemical as defined in the <i>Work Health and</i> <i>Safety Regulations 2011</i> (Cth) and not including any chemicals that are reasonably required for cleaning and maintenance and are stored appropriately and in such a way that they will not affect the Tenant's enjoyment of the Premises or cause risk to the health of occupants or users of the Building.	
Hazardous Disease	includes any disease, bacteria, virus or foreign matter which may create a risk to the health or safety of persons including the Tenant.	
Heritage List	means the Commonwealth Heritage List under the EPBC Act, the National Heritage List under the EPBC Act, the Register of the National Estate and any list or register established under the Laws of the Jurisdiction dealing with the heritage value of places including a place's natural and cultural environment having aesthetic, historic, scientific or social significance, or other significance, for current and future generations of Australians.	
Information Table	means the table setting out the particulars of this Lease in Part A.	

Institute	means the Australian Property Institute incorporated in the Jurisdiction or if that body no longer exists then its successors or equivalent body.			
Item	mea	means an item in the Information Table.		
Jurisdiction	mea	ns the State or Territory in which the Land is located.		
Land	mea	ns the land described in Item 3.		
Landlord	mea	ns the Party named in Item 1.		
Landlord	mea	ns:		
Dealing	a.	the termination of any superior estate or interest whether voluntarily or as a result of the Landlord's default under any agreement for lease or head lease relating to or including the Premises; or		
	b.	any transfer, assignment, mortgage, charge, encumbrance or other dealing with this Lease, the Premises, the Land or the Building.		
Landlord's Act	mea	ns:		
of Default	a.	a failure by the Landlord to commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after Notice from the Tenant properly requiring the Landlord to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or		
	b.	a failure by the Landlord to perform or observe a provision of this Lease (other than those falling within the scope of paragraph a. or Schedule 7); and		
		<ul> <li>that failure is capable of remedy but continues for more than 20 Working Days after the Tenant gives Notice to the Landlord properly requiring the Landlord to remedy that failure; or</li> </ul>		
		<ul> <li>that failure is not capable of remedy and the Landlord fails to pay reasonable compensation to the Tenant within 20 Working Days after the Tenant gives Notice to the Landlord of that failure and demanding reasonable compensation for loss or damage incurred by the Tenant as a consequence of the failure; or</li> </ul>		
	C.	where an administrator or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Landlord (where the Landlord is a corporation).		
Landlord's Representative	othe	ns the person nominated as such in Item 1 or any r person notified as such by the Landlord to the ant from time to time in accordance with this Lease.		

Law	means the common law, a statute, regulation, rule, by-law, ordinance, proclamation, enactment, statutory instrument or delegated or subordinated legislation (whether federal, state, municipal or of any Authority), codes (including any code of practice approved under section 274 of the <i>Work</i> <i>Health and Safety Act 2011</i> (Cth), the <i>National Code of</i> <i>Practice for the Construction Industry</i> and the <i>Australian</i> <i>Government Building and Construction OHS Accreditation</i> <i>Scheme</i> , and the <i>National Construction Code</i> ) and any Requirements issued under Law.
Lease	means this lease, the Schedules and any applicable registration forms.
s47D, s47G(1)(a)	
month	means calendar month.
monthly	means calendar monthly.
Naming Fee	Not Applicable.
s47D, s47G(1)(a)	
Non-corporate Commonwealth Entity	has the meaning given to it in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Normal Business Hours	means the hours specified in Item 26.
Notice	includes a notice, consent, request or demand.
s47D, s47G(1)(a)	
Party	means a party to this Lease.
Permitted Use	means the use specified in Item 9.
Plate Glass Insurance	means insurance for all damage and breakage to all plate glass within the Building for the full replacement value.
Powers	means regulatory powers or other powers under Laws in respect of the Land, the Building, the Services, heritage,

	environment, health and safety, or other activities, uses or transactions contemplated by this Lease.	
Premises	means the premises described in Item 4 and identified on the plan or plans in exhibited to this Lease and signed by the Landlord and Tenant on or about the date of this Lease extending from the interior face of all walls, doors and windows and extending from the surface of the floor to the underside of the false ceiling.	
President	mea	ns the president or senior official of the Institute.
Prior Breach	means a breach of this Lease by the Tenant:	
	a.	which occurs prior to the Tenant giving an Option Notice; and
	b.	which has been notified by the Landlord to the

Rent	mea	ns:
Commencement Date	a.	the date specified in Item 11 (if any); and
	b.	otherwise, the Commencement Date.
Requirement		ns a requirement, Notice, order or direction of a petent Authority.

Review Date	means the Review Date as provided for in Item 12.		
Rules	means the rules specified in Schedule 1 or the rules for the Building introduced by the Landlord in accordance with clause 15.4.		
Schedule	means a schedule of this Lease.		
Services	means all utilities and services on or in the Land or the Building including water, gas, electricity, lighting, sanitary, hot water, air-conditioning and ventilation systems, security systems, data, communication and telecommunication systems, fire safety systems and measures, aerials and lifts installed in the Building and serving the Premises and Common Areas and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other ancillary or associated parts and accessories.		
Structure	in relation to:		
	a. the Building, includes all walls (whether load-bearing or not), floors, doors, windows, gutters, downpipes, facades, foundations, ceilings (including ceiling tiles) and roofs and 'structural' has a corresponding meaning; and		
	b. areas other than the Building, includes car parks, driveways, paving, fencing and other fixed items.		
Tenant	means the Party named in Item 2.		
s47D, s47G(1)(a)			

a47D = a47C(1)(a)	
s47D, s47G(1)(a)	
Tenant's Alterations	means any alteration or addition to the Premises, installation of any Fitting (other than chattels) or any building work on or in the Premises undertaken by or for the Tenant.
Tenant's Representative	means the person performing the duties and functions of the position specified in Item 2 or, if that position is abolished or the function of that position is transferred to another position, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Tenant.
s47D, s47G(1)(a)	
Valuer	means a member of the division of the Institute with not less than 5 years' experience as a valuer in the Jurisdiction.
Working Day	means each day except Saturdays, Sundays and public holidays in the Jurisdiction.

## 1.2. Interpretation

- 1.2.1. The singular includes the plural and vice versa.
- 1.2.2. Reference to a person includes:
  - a. a corporation, partnership or government body; and
  - b. the legal representatives, successors and assigns of that person.
- 1.2.3. Reference to a right includes a remedy, authority or power.
- 1.2.4. If two or more people are named as Tenant or Landlord, this Lease binds them jointly and individually.
- 1.2.5. Where this Lease refers to:
  - a. a government department, agency, body or Authority; or
  - b. to any person holding a specified position in a government department, agency, body or Authority, and that department, agency, body, Authority or position is changed or abolished, then that reference will be deemed to be a reference to the department, agency, body, Authority or position performing the equivalent function from time to time.
- 1.2.6. The Schedules are incorporated into and form part of this Lease.

- 1.2.7. Words of inclusion are not to be interpreted as words of limitation.
- 1.2.8. If any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- 1.2.9. Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- 1.2.10. Reference to a thing is a reference to all or part of that thing.
- 1.2.11. As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- 1.2.12. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- 1.2.13. Reference to a Law or Requirement includes amendments to or a replacement of that Law or Requirement from time to time.
- 1.2.14. If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 1.2.15. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.

# 1.3. Agreed terms

1.3.1. The Parties agree to the terms contained in this Lease which is made up of the Parts, the Schedules and any applicable registration forms.

# PART B. GRANT OF LEASE, USE AND ASSOCIATED RIGHTS

# 2. Grant of Lease

# 2.1. Lease of the Premises

- 2.1.1. The Landlord leases the Premises to the Tenant:
  - a. for the Rent;
  - b. for the Term; and
  - c. on the terms contained in this Lease.

# 5. The Landlord's reserved rights

# 5.1. Landlord may pass Services

5.1.1. Subject to clause 7.1 and clause 10.1, where it is necessary to do so and there is no other reasonable alternative, the Landlord may pass Services through the Premises but in doing so the Landlord will use its best endeavours to ensure there is no interference with the Tenant's occupation, use and enjoyment of the Premises.

#### 6. Measurement

# 6.1. Measuring the Premises or the Building

6.1.1. If the area of the Premises or the Building needs to be ascertained for any reason, it will be measured by the Landlord in accordance with the method of measurement for the measurement of the net lettable area set out in Section 3 of the *Property Council of Australia Method of Measurement for Lettable Area of March 1997* (as amended from time to time).

# 6.2. Landlord to provide plans and information of area

- 6.2.1. The Landlord agrees to provide to the Tenant survey plans (in a form sufficient to enable registration of this Lease) of the Premises and the Car Parking Bays no later than 20 Working Days after the date of this Lease.
- 6.2.2. The Landlord agrees to provide the Tenant evidence of the net lettable area of the Premises and the net lettable area of the Building no later than 20 Working Days after the Tenant's request.

#### 7. Quiet enjoyment

# 7.1. Tenant entitled to quiet enjoyment

7.1.1. The Tenant is entitled to quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord, except as otherwise allowed under this Lease.

7.1.2. Without limiting any rights of the Tenant, if there is a breach of clause 7.1.1 the Landlord agrees to use its best endeavours to bring the interruption or disturbance to an end as quickly as possible.

#### 8. Use of Premises

# 8.1. Tenant to use Premises for Permitted Use

8.1.1. The Tenant is entitled to use the Premises for the Permitted Use and any use reasonably incidental to the Permitted Use.

#### 9. Rights of access and use

#### 9.1. Tenant entitled to unrestricted access and use

- 9.1.1. The Tenant is entitled to unrestricted access to:
  - a. the Premises; and
  - b. subject to clause 9.1.2, the Common Areas.
- 9.1.2. Subject to clause 7.1, the Landlord may impose reasonable restrictions on the Tenant's access to Common Areas if the Landlord intends to carry out repairs, maintenance or alterations of the Common Areas or the Building which were not foreseeable on the Commencement Date and that are:
  - a. necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
  - b. required by Law to be done; or
  - c. required to be done for the safety of the Common Areas or the Building or the occupants of the Building.

#### 10. Landlord's rights to inspect and enter

#### 10.1. Landlord able to enter

- 10.1.1. The Landlord may enter the Premises:
  - a. on giving reasonable prior Notice;
  - b. at reasonable times; and
  - c. accompanied by a person nominated by the Tenant (if the Tenant requires);
  - to:
  - d. inspect the state of repair of the Premises not more often than once every 6 months;
  - e. re-inspect the Premises where, following an inspection under clause 10.1.1.d, Notice has been served which properly requires the Tenant to effect a repair; or
  - f. carry out repairs, maintenance or alteration of the Premises or the Building if the work:

- i. is maintenance or repair for which the Tenant is liable under this Lease but which the Tenant has failed to carry out in accordance with a Notice referred to in clause 10.1.1.e;
- ii. is necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
- iii. is required by Law to be done; or
- iv. is required to be done for the safety of the Premises or the Building or the occupants of the Premises or the Building.
- 10.1.2. If the Tenant requires that the Landlord be accompanied by a person nominated by the Tenant under clause 10.1.1.c, the Tenant must take reasonable steps to ensure that the nominated person is available to accompany the Landlord at the time nominated by the Landlord in the Notice given in accordance with clause 10.1.1.a.

# 10.2. Landlord's rights in an emergency

- 10.2.1. If there is an emergency, the Landlord may enter the Premises:
  - a. at any time;
  - b. without giving Notice if it is impracticable to give Notice; and
  - c. unaccompanied,

to ascertain and, if necessary, remedy the cause or limit the effect of the emergency.

10.2.2. The Landlord agrees to inform the Tenant promptly in writing of any entry effected under clause 10.2.1.

### 10.3. Landlord's duties on entering

- 10.3.1. In exercising its rights of entry under this clause 10, the Landlord agrees:
  - a. not to cause undue interference to the occupation, use or enjoyment of the Premises by the Tenant;
  - b. to comply with all Laws and Requirements, and any security and work health and safety requirements of the Tenant;
  - c. to use its best endeavours to avoid causing damage to the Premises or the Tenant; and
  - d. to immediately make good all damage caused to the Premises or the Tenant arising from the exercise of those rights.

# 10.4. Landlord's indemnity in respect of entry

10.4.1. The Landlord agrees to indemnify the Tenant from and against all Claims in any way resulting from the Landlord entering the Premises otherwise than in accordance with this clause 10, except to the extent a Claim is caused or contributed to by the Tenant.

## 11. Alterations and Fittings

# 11.1. Landlord's consent to Tenant's Alterations

- 11.1.1. Subject to clause 11.1.2, the Tenant agrees not to undertake any Tenant's Alterations without the Landlord's prior consent.
- 11.1.2. Despite clause 11.1.1, the Landlord's consent is not required where:
  - a. the Tenant's Alterations are necessary:
    - i. to comply with Laws and Requirements; or
    - ii. for demonstrable health and safety reasons;
  - b. the Tenant's Alterations are not structural and do not impact on the Services; and
  - c. the Tenant provides the Landlord with reasonably detailed plans and specifications of the proposed Tenant's Alterations.
- 11.1.3. The Landlord cannot unreasonably withhold or delay its consent to any proposed Tenant's Alterations.

## 11.2. Tenant's obligations when requesting consent

- 11.2.1. If the Tenant requests the Landlord's consent to any Tenant's Alterations, the Tenant agrees:
  - a. to provide reasonably detailed plans and specifications of the proposed Tenant's Alterations at the time of the request; and
  - b. to pay to the Landlord the Landlord's reasonable costs of approving those plans and specifications if:
    - i. it is reasonable in the circumstances for the Landlord to incur those costs; and
    - ii. reasonable details substantiating those costs are provided by the Landlord.

# 11.3. Tenant to do work properly

- 11.3.1. In addition to obtaining the Landlord's consent under clause 11.1, the Tenant agrees that in undertaking the Tenant's Alterations it:
  - a. will comply with the Landlord's reasonable directions or conditions given in accordance with clause 47.2.1.c;
  - b. will comply with any applicable Laws or Requirements;
  - c. will arrange for the Tenant's Alterations to be performed in a proper and workmanlike manner;
  - d. will not interfere with the Services or air circulation unless permitted to do so by the Landlord;

- e. will rebalance or reconfigure the Services if necessary as a result of the Tenant's Alterations; and
- f. will provide the Landlord with any certifications required for the Tenant's Alterations by any Laws or Requirements promptly following completion.

# 11.4. Ownership and maintenance of Tenant's Fittings and Tenant's Alterations

- 11.4.1. Subject to clause 11.4.2, the Tenant owns all Fittings installed by the Tenant and the Tenant's Alterations.
- 11.4.2. Any Fittings installed by the Tenant in the Premises which the Parties have agreed are owned by the Landlord:
  - a. will be deemed to form part of the Premises; and
  - b. are not Tenant's Alterations or Tenant's Fittings,

and to the extent practicable (given the nature of those Fittings), the respective obligations of the Parties relating to the Premises apply to those Fittings.

# 12. Directory boards and signs

# 12.1. Landlord to provide directory boards

- 12.1.1. The Landlord agrees to provide and maintain directory boards:
  - a. at prominent locations adjacent to the main entry to the Building and to the lift lobbies on all floors with multiple tenancies; and
  - b. listing the tenants of the Building or floor, as appropriate, together with floor locations.
- 12.1.2. Without limiting any other of its obligations, the Landlord agrees to provide and maintain all signage in the Building (including the Premises) relating to exit signs, emergency access and egress and floor loadings in compliance with all Laws, Requirements, the Performance Standards in Schedule 6 and applicable Australian Standards.

#### 12.2. Tenant may affix signs

- 12.2.1. The Tenant may affix a sign, advertisement or notice within the Premises which is not visible from outside the Building. A sign affixed in accordance with this clause will be deemed to be a Tenant's Alteration which does not require the Landlord's consent.
- 12.2.2. The Tenant may affix External Signs in the Premises or on the Building:
  - a. if Item 16 indicates that the Landlord's consent is not required, without the Landlord's consent; or
  - b. if Item 16 indicates that the Landlord's consent is required, only with the Landlord's consent.

# 12.3. Naming rights

- 12.3.1. This clause 12.3 applies if Item 17 indicates that the Parties have agreed that the Tenant will have naming rights for the Building.
- 12.3.2. Before using any name or logo for the Building the Tenant must obtain:
  - a. the approval of the Landlord; and
  - b. the approval of any appropriate Authority (if required).
- 12.3.3. The Landlord may withhold its consent, if:
  - a. in the opinion of the Landlord, the name or logo is offensive, detracts from or is inconsistent with the image, quality, location or status of the Building; or
  - b. the name or logo includes a name or logo other than the name or trading name of the Tenant.
- 12.3.4. During the Term:
  - a. the Landlord grants to the Tenant the right to use the Building Name to describe and name the Building; and
  - b. the Landlord agrees to instruct any managing agent of the Building to use the Building Name when referring to the Building in formal correspondence.
- 12.3.5. The Tenant must pay the Naming Fee to the Landlord if and when demanded.

#### 13. Car parking

13.1.1. Not used

#### 14. Compliance with Laws and Requirements

# 14.1. Tenant's duty to comply

- 14.1.1. The Tenant agrees to comply with all Laws and Requirements relating to the use of the Premises:
  - a. to the extent that the Tenant is bound by a Law or Requirement; and
  - b. provided the Tenant is not required to effect structural alterations or additions to the Premises, install, alter or add to equipment in the Premises.

# 14.2. Landlord's duty to comply

14.2.1. Subject to clause 14.1, the Landlord agrees to comply with all Laws and Requirements relating to the Premises, the Building and the Land.

#### 15. Rules

# 15.1. When does this clause apply

15.1.1. This clause applies if Rules are specified in Item 18 or if the Landlord introduces rules for the Building in accordance with clause 15.4.

#### 15.2. Parties to comply with Rules

15.2.1. The Landlord and the Tenant agree to observe the Rules, provided the Rules are not inconsistent with any term of this Lease.

## 15.3. Landlord may amend Rules

- 15.3.1. The Landlord may amend the Rules if:
  - a. the amendment is reasonably necessary for the safety, care and cleanliness of the Building or for the preservation of good order in the Building;
  - b. the amendment is not inconsistent with the Tenant's rights in this Lease;
  - c. the amendment is notified to the Tenant at least 20 Working Days prior to taking effect;
  - d. the Landlord has taken into account the Tenant's reasonable comments in determining the final form of the amendment;
  - e. the amendment is not a variation of a covenant of this Lease; and
  - f. the Tenant's cost of compliance with the Rules or this Lease does not increase substantially.

# 15.4. Landlord may introduce Rules

15.4.1. If no Rules are set out in Schedule 1, the Landlord may introduce Rules provided that the proposed Rules comply with the requirements of clause 15.3.

# PART C. FINANCIAL OBLIGATIONS

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### PART D. BUILDING SERVICES, CONDITION, REPAIR AND MAINTENANCE

### 28. Tenant's obligations to maintain and repair

### 28.1. Tenant's duties

28.1.1. Taking into account the condition of the Premises at the Commencement Date, and subject to clause 28.1.2, clause 39.4 and the Landlord's obligations under this Lease, the Tenant agrees to keep and maintain the Premises in good and tenantable repair and condition.

### 28.1.2. The Tenant is not obliged to repair:

- a. damage resulting from fair wear and tear, fire, lightning, storm, flood, rising sea, rivers, creeks or water catchment levels, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural or inherent defect (whether due to faulty design, construction, inadequate supervision, defective or unsuitable materials or other cause), subsidence, inevitable accident, Act of God, riot, civil commotion, acts of terrorism, strikes, enemy action or malicious damage;
- any part of the Services or the Structure unless repair is required due to damage caused by the Tenant or an employee, agent or contractor of the Tenant or
- c. any damage caused by the Landlord, or an employee, agent or contractor of the Landlord or any other person for whom the Tenant is not responsible, except where that need for repair is caused by the act or omission of the Tenant.

#### 29. Landlord's obligation to maintain and repair

### 29.1. Landlord's duties to repair, maintain and operate

- 29.1.1. Subject to the obligations of the Tenant to repair in clause 28.1, the Landlord agrees to keep and maintain:
  - a. the Premises, the Landlord's Fittings and the Building including the Structure and the Services:
    - i. watertight (where applicable);
    - ii. clean;
    - iii. in good and substantial repair, working order and condition; and
    - iv. pest and vermin free; and
  - b. all gardens and landscaped areas:
    - i. clean and free from rubbish; and
    - ii. in a neat and tidy condition.

- 29.1.2. Without limiting the Landlord's obligations under clause 29.1.1 the Landlord agrees to replace any plant or equipment which it is reasonably necessary to replace rather than repair, taking into account its age and condition and the frequency and extent of ongoing repair to the relevant plant or equipment.
- 29.1.3. The Landlord agrees to operate and maintain the Building and the Services efficiently.

### 29.2. Landlord to replace specified items

- 29.2.1. Without limiting the operation of clause 29.1, the Landlord agrees to replace promptly:
  - a. all broken and damaged glass in the windows and doors of the Building including plate glass, unless payment of any insurance moneys in respect of that breakage or damage is not recoverable due to the act or omission of the Tenant;
  - all damaged or non-operative electric light bulbs, globes, tubes and other means of illumination in all parts of the Land and the Building except for the Premises; and
  - c. all damaged ceiling tiles in the Premises and any Common Areas.

### 29.3. Landlord to remedy defects

- 29.3.1. The Landlord agrees to rectify all defects in the Building which result from:
  - a. faulty design;
  - b. inadequate or faulty supervision;
  - c. materials which are faulty, not compliant with Laws or Requirements or not fit for the purpose; or
  - d. failure to construct the Building in a proper and workmanlike manner.

### 30. Fitness of Premises and Building

### 30.1. Landlord's warranties as to fitness of Premises and Building

- 30.1.1. The Landlord warrants that at the Commencement Date, at all times during the Term and any holding over, the Premises and the Building:
  - a. are and will remain fit for use and occupation for the Permitted Use;
  - b. do and will comply with:
    - i. all Laws and Requirements; and
    - ii. the standards specified in Schedule 6 (if any) and the relevant Australian Standards effective at the Commencement Date (provided that in the event of inconsistency, the higher standard will apply); and
  - c. are and will be:

- i. managed and operated at a standard commensurate with the quality of the Premises and the Building at the Commencement Date as compared with comparable Buildings used for the Permitted Use in the city or town in which the Building is located; and
- ii. professionally maintained and managed office accommodation.

### 30.2. Landlord's warranty as to combustible cladding

- 30.2.1. Without limiting the operation of clause 30.1, the Landlord, having made diligent enquiries, warrants that it is not aware of any Combustible Cladding used on the Building.
- 30.2.2. If any Combustible Cladding is at any time discovered on or in the Building and the presence of the Combustible Cladding is not attributable to the act or omission of the Tenant, the Landlord agrees to, as soon as practicable after discovering the Combustible Cladding:
  - a. notify the Tenant;
  - b. take steps to remove and replace the Combustible Cladding with cladding that complies with all Laws and Requirements and any applicable Australian Standards as at the date the Combustible Cladding is discovered;
  - c. put in place risk management measures to manage the fire safety risk pending removal and replacement of the Combustible Cladding;
  - d. comply with all Laws and Requirements relating to the existence, removal and replacement of Combustible Cladding from the Building; and
  - e. ensure that the Building complies with all Australian Standards relevant to Combustible Cladding from time to time.

### 30.3. Landlord's warranties as to health and safety

- 30.3.1. Without limiting the operation of clauses 30.1 and 30.2, the Landlord, having made diligent enquiries, warrants that:
  - a. it is not aware of any:
    - i. materials containing Asbestos existing in the Land or the Building; or
    - ii. Hazardous Chemicals existing in the Land or Building; and
  - b. the air-conditioning system and any other relevant parts of the Services have been treated and maintained and throughout the Term and any holding over period will be treated and maintained:
    - i. in accordance with the relevant Laws, Requirements and Australian Standards to prevent the occurrence of any Hazardous Disease; and
    - ii. in a manner which satisfies the requirements of the *Work Health and* Safety Act 2011 (Cth), all Laws and Requirements including Managing the Work Environment and Facilities Code of Practice 2011 (as amended from time to time) approved pursuant to section 274 of the

*Work Health and Safety Act 2011* (Cth) and any other Laws or Requirements applicable to health and safety from time to time.

### 30.4. Treatment of Hazardous Chemicals and Hazardous Disease

- 30.4.1. The Parties must use reasonable endeavours to ensure that they do not bring any Hazardous Chemicals or Hazardous Disease on to the Land or in to the Building.
- 30.4.2. If any Hazardous Chemicals or Hazardous Disease are at any time discovered on the Land or in the Building Landlord agrees to:
  - a. notify the Tenant promptly; and
  - b. remove or eradicate the Hazardous Chemicals or Hazardous Disease promptly and in a safe manner.

# 30.5. Premises unsafe due to presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease

- 30.5.1. If the Tenant considers that the presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease may cause risk to the health of occupants or users of the Premises (acting reasonably) and the Tenant elects to vacate the Premises until such time as the Combustible Cladding, Hazardous Chemicals or Hazardous Disease is removed or eradicated and the Premises are rendered safe, subject to clause 30.5.2 the Landlord agrees to pay the Relocation Expenses of the Tenant.
- 30.5.2. The Landlord is not required to pay the Relocation Expenses of the Tenant if the presence of Combustible Cladding, Hazardous Chemicals or Hazardous Disease is attributable to the act or omission of the Tenant.

### 30.6. Landlord to provide information, consultation, co-operation and coordination

30.6.1. The Landlord agrees to provide promptly on request such information, consultation, co-operation and co-ordination as is reasonably required by the Tenant to comply with its obligations under Laws including the *Work Health and Safety Act 2011* (Cth), the *Work Health and Safety Regulations 2011* (Cth), any code approved in accordance with section 274 of the *Work Health and Safety Act 2011* (Cth), and any other Laws or Requirements related to health and safety applicable from time to time.

### 31. Cleaning the Premises, the Building and the Land

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### 31.4. Modern Slavery

31.4.1. In this Lease:

Guiding Principles on Business and Human Rights

means the United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework available at

guidingprinciplesbusinesshr en.pdf (ohchr.org)

### Modern Slavery

has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

- 31.4.2. The Landlord must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the any services it is required to provide under the Lease.
- 31.4.3. If at any time the Landlord becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of its obligations under the Lease, the Landlord must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

#### 32. Green Lease Schedule and Building Energy Efficiency Disclosure

- 32.1.1. If Item 22 states a GLS applies to this Lease, the Parties agree that the GLS identified in Item 22 and attached in Schedule 7 is incorporated into and forms part of this Lease and each Party agrees to comply with the terms of the GLS.
- 32.1.2. If any conflict arises between:
  - a. the terms and conditions contained in this Lease; and
  - b. any clauses or parts of the clauses of the GLS,

then:

c. in so far as the issue to be resolved relates to or affects the rights and obligations of the Parties under the GLS; and

d. unless the particular terms and conditions contained in this Lease expressly provide that they prevail over the GLS,

the clauses (or the relevant parts of the clauses) of the GLS prevail to the extent necessary to resolve the conflict.

32.1.3. The Landlord warrants that the Landlord is compliant with any obligations it may have under the *Building Energy Efficiency Disclosure Act 2010* (Cth) in relation to all buildings owned or leased by the Landlord. The Landlord agrees to continue to be so compliant for the duration of this Lease.

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#### 36. Heritage

### 36.1. Landlord's representations

- 36.1.1. The Landlord represents to the Tenant that at the Commencement Date:
  - a. the Land and/or Building is not on a Heritage List; and
  - b. it has no knowledge of any proposal for the Land and/or Building to be so listed.

### 36.2. Landlord's heritage obligations

- 36.2.1. The Landlord agrees to:
  - notify the Tenant within 5 Working Days of receipt of any proposal or becoming aware of a proposal to include the Building and/or Land on a Heritage List;
  - b. provide the Tenant with any information which the Landlord has, or reasonably should have, with regard to any proposal or nomination for listing;
  - c. comply with any Law or Requirement (including any management plan) relating to the listing of the Building and/or Land on a Heritage List;
  - d. provide the Tenant with a copy of any management plan when available; and
  - e. provide the Tenant with such other information in respect of the Building and/or Land, its heritage value and on-going management strategy as the Tenant reasonably requires.

### 37. Air-conditioning and other Services

### 37.1. Landlord to provide and operate Services

- 37.1.1. The Landlord agrees to:
  - a. provide and operate the Services (other than the air-conditioning) at all times; and

#### s47D, s47G(1)(a)

in accordance with all applicable Laws or Requirements, the Performance Standards specified in Schedule 6 (if any) and the relevant Australian Standards effective at the Commencement Date provided that in the event of inconsistency, the highest standard will apply.

37.1.2. If any of the Services becomes unusable or otherwise incapable of being operated in accordance with clause 37.1.1 from any cause the Landlord agrees to repair or replace those Services as soon as practicable.

### 37.2. Landlord to provide after-hours Services

37.2.1. At the Tenant's request the Landlord agrees to provide air-conditioning and ventilation Services to any one or more of the floors of the Building in which the Premises are located outside Normal Business Hours in accordance with the standards specified in clause 37.1.1

s47D, s47G(1)(a)

### 37.4. Tenant may monitor air-conditioning performance

- 37.4.1. The Tenant may install within the Premises equipment to monitor the performance of the air-conditioning and ventilation systems.
- 37.4.2. If required by the Tenant, the Landlord agrees to produce to the Tenant, the Landlord's records relating to the operation and performance of the air-conditioning and ventilation systems within 10 Working Days of request by the Tenant (or within any longer period specified in the Tenant's request).

### 38. Premises unfit for use and occupation

### 38.1. Circumstances giving rise to unfitness

- 38.1.1. The Parties acknowledge that in this clause a reference to the Premises being wholly or partially unfit for the Tenant's use and occupation includes where the Premises are wholly or partially unfit for the Tenant's use and occupation arising from:
  - a. the Services malfunctioning or not being provided in accordance with the requirements of this Lease;
  - b. the presence in or on the Building of Combustible Cladding, Asbestos, a Hazardous Disease or Hazardous Chemical (unless the Landlord can demonstrate to the Tenant's reasonable satisfaction that there is no risk to the occupants and users of the Building);

- c. a structural fault or defect in the Building or the Services;
- d. the destruction of or damage to the Building or the Services;
- e. the Building being wholly or substantially inaccessible;
- f. the Premises being wholly or partially inaccessible; or
- g. a breach of the Landlord's obligations under clause 7.1.1.

### PART E. LEASE END OBLIGATIONS

### **39.** Deliver up at Lease end

### 39.1. Tenant delivers up Premises

39.1.1. At the expiry or termination of this Lease or any holding over the Tenant agrees to deliver up the Premises in good and tenantable repair and condition taking into account the condition of the Premises at the Commencement Date and subject to clause 39.2.1 and clause 39.4.1.

### 39.2. Removal of signs

- 39.2.1. If:
  - a. the Landlord has consented to the Tenant affixing a sign in accordance with clause 12.2.2; and
  - b. it was a condition of that consent that the sign be removed or painted out at the expiry or termination of this Lease or any holding over,

then at the expiry or termination of this Lease or any holding over, the Tenant agrees to remove or paint out, according to the reasonable requirements of the Landlord, all signs, advertisements and notices affixed in accordance with the Landlord's consent.

### **39.3.** Fittings and Tenant's Alterations at Lease end

- 39.3.1. On or before the expiry or termination of this Lease or any holding over the Tenant may remove all or any of its Fittings and Tenant's Alterations.
- 39.3.2. If the Tenant chooses to remove all or any of its Fittings or Tenant's Alterations, and in doing so it causes damage to the Premises then:
  - a. if the damage is material; and
  - b. the damage is in a location and of a type and to an extent which would disadvantage the Landlord in reletting the Premises,

the Tenant agrees to repair that damage.

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

### 39.4. Tenant's make good obligations

39.4.1. The Tenant is only obliged to make good to the extent described in Item 28.

### PART F. RISK AND INSURANCE

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### PART G. DEALINGS WITH LEASE

### PART H. BREACH OR DISPUTE

### 45.3. Applicability to GLS

45.3.1. Clauses 45.1 and 45.2 do not apply to the GLS.

45.6 Essential terms

Each obligation of the Tenant:

46.6.1 to pay Rent and other monies under clause 16;

45.6.2 to use the Premises only for the Permitted Use under clause 8);

45.6.3 to keep the Premises and the Tenant's Property in good repair and condition under clause 28; and

45.6.4 to deal with the Premises and this Lease only in accordance with clause 42,

are essential terms of this Lease.

Other obligations under this Lease may also be or be expressed to be essential terms.

### 46. Resolution of disputes

### 46.1. Disputes may be referred to an Expert

- 46.1.1. Subject to any provision of this Lease to the contrary, the Parties agree that a dispute arising under this Lease will be dealt with as follows:
  - a. the Party claiming that there is a dispute agrees to give the other Party a Dispute Notice setting out the nature of the dispute;
  - within 5 Working Days (or such other period as agreed by the Parties in writing) each Party agrees to nominate a representative not having any prior involvement in the dispute;
  - c. the representatives will try to settle the dispute by direct negotiation between them;
  - d. failing settlement of the dispute within a further 10 Working Days following the direct negotiation (or such other period as agreed by the Parties in writing), or failure of one or both Parties to nominate a representative within the period set out in clause 46.1.1.b, the Parties may agree that the dispute may be referred by either Party for determination by an Expert and in that event clause 46.2 applies; and
  - e. if the Parties have been unable to agree to refer the dispute to an Expert either Party may commence legal proceedings.

### 46.2. Process to resolve disputes

- 46.2.1. If an Expert is appointed by the Parties in accordance with clause 46.1.1.d, each Party may make a submission either orally or in writing to the Expert within 10 Working Days after the date of appointment of the Expert.
- 46.2.2. In making a determination the Expert will:
  - a. act as an expert and not as an arbitrator;
  - b. consider any submission made by a Party; and
  - c. provide the Parties with a written statement of reasons for the determination.
- 46.2.3. Subject to clause 46.3.1 the determination of the Expert is conclusive and binding on the Parties.
- 46.2.4. Nothing in this clause prevents a Party from seeking urgent interlocutory relief through the Courts.
- 46.2.5. The costs of the Expert will be shared equally between the Parties.
- 46.2.6. If the Expert fails to deliver a determination within 20 Working Days after the date of appointment, either Party may require the appointment of a further Expert under the above provisions to determine the dispute or may commence legal proceedings.

### 46.3. General dispute resolution provisions

- 46.3.1. The Parties agree that any dispute arising under the clauses listed in Item 31:
  - a. may be dealt with through legal proceedings rather than being determined by the Expert; or
  - b. may be dealt with through legal proceedings despite determination by the Expert.

### PART I. CO-OPERATIVE PERFORMANCE OF LEASE

### 47. Co-operative performance of Lease

### 47.1. Acting co-operatively and reasonably

47.1.1. The Parties agree that in relation to this Lease they will act co-operatively and reasonably.

### 47.2. Consents and approvals

- 47.2.1. Unless otherwise stated, if a Party's consent or approval is required, the requested Party:
  - a. agrees to consider and respond to the request promptly;
  - b. agrees not to unreasonably withhold or delay the consent or approval;
  - c. may require the requesting Party to comply with reasonable conditions before giving its consent or approval;
  - d. agrees not to impose conditions in giving consent or approval which would have the effect of being inconsistent with this Lease; and
  - e. agrees not to make payment of its costs a condition of its consent or approval unless a provision of this Lease specifically allows it to do so.
- 47.2.2. A consent or approval is not effective unless it is in writing and signed by the consenting Party.

### 47.3. Performance of Lease

- 47.3.1. To the extent appropriate in the circumstances, where this Lease requires a Party to do or refrain from doing something, the Party will arrange for its officers, employees, agents and contractors to do or refrain from doing the relevant thing.
- 47.3.2. Unless the context requires or it is otherwise stated in this Lease, a Party's obligations will:
  - a. be performed at its cost; and
  - b. be performed throughout the Term and any holding over of this Lease.

### PART J. GENERAL PROVISIONS

### 48. General provisions

### 48.1. Applicable Law

- 48.1.1. This Lease is to be construed in accordance with, and any matter related to it is to be governed by, the Law applying in the Jurisdiction but nothing in this Lease is to be construed as binding the Tenant to comply with Laws or Requirements which do not apply to it of their own force.
- 48.1.2. The Parties submit to the jurisdiction of the Courts of the Jurisdiction.
- 48.1.3. The Parties agree that the Laws set out in Item 32 do not apply to this Lease.

### 48.2. Landlord to register Lease

48.2.1. If the Tenant requires this Lease to be registered on the land titles register in the Jurisdiction, the Landlord agrees to promptly do all things required to arrange for this Lease to be registered as soon as practicable after receiving a copy of this Lease in registrable form, executed by the Tenant.

### 48.3. Entire Agreement

- 48.3.1. Subject to the prior agreement (if any) specified in Item 33, this Lease:
  - a. contains the entire agreement and understanding between the Parties on everything connected with this Lease; and
  - b. supersedes any prior agreement or understanding on anything so connected.

### 48.4. When things can be done

48.4.1. If a payment is due or a thing is to be done on a day other than a Working Day that payment will be made or the thing done on the next Working Day.

#### 48.5. Waiver and variation

- 48.5.1. The provisions of this Lease will not be varied either in law or in equity except by the written agreement of the Parties.
- 48.5.2. A provision of, or a right under, this Lease will not be waived except in writing signed by the Party giving the waiver.
- 48.5.3. A waiver by a Party in respect of a breach of a provision of this Lease by the other Party or of a right under this Lease will not be deemed to be a waiver in respect of any other breach or right.
- 48.5.4. The failure of a Party to enforce at any time any provision of, or any rights under, this Lease will in no way be interpreted as a waiver of such provision or right.

### 48.6. Time for compliance

48.6.1. Any Notice given by the Landlord in accordance with this Lease requiring the Tenant to pay any moneys or perform any act will allow a minimum period of 10 Working Days (unless a longer period is expressly provided) for compliance.

### 48.7. Sale and Power of Attorney

48.7.1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.

### 48.8. Confidentiality

- 48.8.1. The Landlord acknowledges that the activities of the Tenant in the Premises are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Tenant or any person dealing with the Tenant or otherwise.
- 48.8.2. This clause does not apply to disclosure:
  - a. to a Commonwealth Minister or Parliamentary Secretary;
  - b. required by a Law or Requirement which is applicable to the Commonwealth of Australia; or
  - c. to professional advisers for the purposes of administering this Lease provided that before it makes the disclosure the Landlord ensures that those professional advisers are bound by the same duty of confidentiality which applies to the Landlord.
- 48.8.3. The operation of this clause survives the termination or expiry of this Lease.

### 48.9. Notices

- 48.9.1. A Notice under this Lease is only effective if it is in writing, and dealt with as follows:
  - a. if given by the Tenant to the Landlord given by the Tenant or the Tenant's Representative and addressed to the Landlord's Representative at the address or email address specified in Item 1 or as otherwise notified by the Landlord; or
  - b. if given by the Landlord to the Tenant given by the Landlord or the Landlord's Representative and addressed to the Tenant's Representative at the address or email address specified in Item 2 or as otherwise notified by the Tenant.
- 48.9.2. A Notice is to be:
  - a. signed by the person giving the Notice and delivered by hand;
  - b. signed by the person giving the Notice and sent by prepaid post; or
  - c. sent by email.
- 48.9.3. A Notice is deemed to be effected:
  - a. *if delivered by hand* upon delivery to the relevant address;

- b. *if sent by prepaid post* on the day which is 3 Working Days after posting; and
- c. *if transmitted by email* on the day of sending.
- 48.9.4. A Notice received after 5 pm, or on a day that is not a Working Day in the place of receipt, is deemed to be effected on the next Working Day in that place.

### 48.10. Notices on Change of Landlord

- 48.10.1. If:
  - the Landlord sells or otherwise disposes of its interest in the whole or any part of the Land; or
  - b. changes its address for Notices; or
  - c. a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under this Lease or becomes entitled to any of the rights and obligations of the Landlord under this Lease,

the Landlord agrees to give the Tenant prompt notice of the above circumstances and, if it fails to do so, then the Landlord releases the Tenant from, and indemnifies the Tenant from and against, all Claims for which the Tenant may become liable as a result of or in connection with the Landlord's failure or delay in notifying the Tenant of the above circumstances.

### PART K. ADDITONAL PROVISIONS

s47D, s47G(1)(a)

### 50. NABERS rating

50.1.1.	The Parties acknowledge and agree that at the execution of this Lease:		
	a.	the Building has achieved a 4.5-star NABERS energy rating; and	
	b.	a building energy certificate for the Building is available from the Landlord on request.	
50.1.2.		The Landlord must use its best endeavours to maintain the 4.5-star NABERS energy rating during the Term.	

66 of 94

### SCHEDULE 1 RULES

Not applicable

### SCHEDULE 2 PLAN OR PLANS OF PREMISES

Not applicable

### SCHEDULE 3 PLAN OF CAR PARKING BAYS

Not applicable.

## SCHEDULE 4 MARKET REVIEW METHOD

Not Applicable

## SCHEDULE 5 VALUATION RULES

Not Applicable

#### SCHEDULE 6 PERFORMANCE STANDARDS

#### 1.1. Air Conditioning

- 1.1.1. The air conditioning system shall be operated and maintained to meet the following criteria (all readings taken between 1.0 and 1.5 metres above floor level and not less than 0.5 metres from walls):
  - a. The air conditioning system to accommodate not less than 1 person per 10m<sup>2</sup> net lettable area.
  - b. Air Diffusion Performance Index of not less than 0.80.
  - c. Minimum air conditioning system outside air requirements in accordance with AS1668.2 1991.
  - d. Noise generated by operating mechanical services plant and equipment not to exceed "satisfactory" levels as set out in AS2107 2000. Vibration levels not to be perceptible in occupied areas.
  - e. Internal and perimeter control zones for the air conditioning system to be a maximum of 100m<sup>2</sup> in size.
  - f. After hours control zones capable of independent operation to be a maximum area of 2,500m<sup>2</sup> (per wing per floor). Once initiated, after hours A/C controls to operate for a predetermined time period of 2 hours.
  - g. Air handling system filtration will be disposable deep bed media type in accordance with AS 1324.1-2001, with filters equivalent to type 2 class B, with a performance rating of F4. alarm outputs automatically generated indicating replacement based on upper pressure limits. Response times for filter replacement shall be not more than 7 days.
  - h. Supplementary condenser water system to tenant use to be stand alone type, able to provide a minimum total cooling capacity of 25 W/m<sup>2</sup> for the whole net lettable area and 100 W/m<sup>2</sup> to any individual floor plate served by each riser. The system to have 100% redundancy.

## 1.2. Vertical Transportation

- 1.2.1. Lift services shall be operated and maintained to meet the following criteria:
  - a. Population will be based on 1 person per 10 square metres of net lettable areas.
  - b. Maximum waiting period at terminal lobbies of 25 seconds.
  - c. Minimum vertical velocity of 1.6 metres per second.
  - d. Maximum 5 minute interval for up peak traffic.
  - e. Minimum handling capacity of 15%

#### 1.3. Electrical Engineering Services

1.3.1. Artificial lighting to meet the following criteria:

- a. Lighting provided in the Premises does not consume more than 10 watts per square metre of the net lettable area of the Premises.
- b. Artificial illuminance levels to comply with all parts of AS 1680 1990.
- c. Minimum open plan illumination of 320 lux at desk level with a uniformity of 0.7 (minimum to average).
- d. Light loss factor not to exceed 0.8 based on a 3 year re-lamping and cleaning cycle.

# SCHEDULE 7 GREEN LEASE SCHEDULE

Not Applicable

# SCHEDULE 8 SIGNING PAGE

# 1. DATE

This lease is dated

# 2. SIGNING

This Lease is executed as a deed.

#### **EXECUTION BY LANDLORD**

EXECUTED by NMBE Pty Ltd ACN 002 269 374 in accordance with the requirements of section 127 of the <i>Corporations Act 2001</i> (Cth): s47F Name of director s47F		) s47F ) )	
Name of director/secretary		Signature	ority
EXECUTION BY TENANT			Autho
SIGNED for and on behalf of the High Speed Rail Authority by:	) )	s47F	by the High Speed Rail Authority
Tim Parker	)		High
Name of signatory		Signature	
In the presence of: s22(1)(a)(ii)		s22(1)(a)(ii)	ormation Act 1982
Name of witness		Signature of witness	orm

From:       s47F       @mccabes.com.au>         Sent:       Friday, 21 June 2024 1:23 PM         To:       s22(1)(a)(ii)         Sc:       s47F         Subject:       RE: Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL]	-
s22(1)(a) (ii) s47F will be able to assist you.	
Special Counsel       \$47F       Special Counsel         f \$47G(1)(a)       m \$47F       f \$47G(1)(a)         Level 38, 25 Martin Place, Sydney NSW 2000       mccabes.com.au         Sydney   MelBourne   BRISBANE   PERTH	
	2
ASIA PACIFIC         LEADING FIRM         2024    The information in this email is confidential and may be the subject of legal professional privilege. McCabes Lawyers (McCabes changes on the document's meaning. McCabes accepts no liability for any damage caused by this email or its attachments. McCabes acknowledges Aboriginal and Torres Strait Islander peoples as the traditional custodians of our offices' land and the	Giability li
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## **OFFICIAL**

Fro	m: <sup>s47F</sup>	@mccabes.com.au>
Sen	t: Friday, 21 June 2024 1:0	09 PM
To:	s22(1)(a)(ii)	<u>@hsra.gov.au</u> >
		@intera.com.au>
Sub	iect: RE: Lease of Suite 20	1. 213 Miller Street, North Sydney [SEC=OFFICIAL] S47G(1)(a)

s22(1)(a) (ii)

s4

We have been instructed to send the attached invoice for your attention.

unins/

7D, s47G(1	1)(a)				

Yours faithfully



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From: <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>	A N
Sent: Friday, June 21, 2024 9:48 AM	atio
To: s47F @mccabes.com.au>	me
Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney <sup>s47G(1)(a)</sup>	[SEC=OFFICIAL]
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Thanks <sup>s47F</sup>	nder
_	nno
Does the landlord send an invoice for the payment of lease costs?	eq
	ase
Kind regards	e (e

s22(1)(a)(ii)

High Speed Rail Authority

# OFFICIAL

 From:
 @mccabes.com.au

 Sent:
 Friday, 21 June 2024 9:42 AM

 To:
 \$22(1)(a)(ii)

 @hsra.gov.au

 Subject:
 RE:

 Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL]

anian/

s22(1)(a)

Please find executed Lease attached.

You are authorised to date the Lease 20 June 2024.

Yours faithfully



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From:       s22(1)(a)(ii)       ey@hsra.gov.au>         Sent:       Thursday, June 20, 2024 4:09 PM         To:       s47F       @mccabes.com.au>         Subject:       RE:       Lease of Suite 201, 213 Miller Street, North Sydney         S47G(1)(a)       [SEC=OF]	tuojuj FICIAL]
CAUTION: External email. Be careful clicking on links and opening attachments.	ie Freed
OFFICIAL	inder th
Hi <sup>s47F</sup>	Released L

Attached is a copy of the HSRA delegations.

Kind regards s22(1)(a)(ii)	
Senior Manag	er Corporate Services
s22(1)(a)(ii)	@hsra.gov.au   hsra.gov.au
M <sup>s22(1)(a)(ii)</sup>	
High Speed R	ail Authority

OFFICIAL

 From:
 @mccabes.com.au

 Sent: Thursday, 20 June 2024 4:00 PM

 To:
 \$22(1)(a)(ii)

 @hsra.gov.au

 Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL]

\*\*\*\*\*

Thank you s22(1)(a).

Please provide some evidence that Tim Parker has authority to execute the lease on behalf of the Authority.



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nt: Thursday, June 20, 2	2024 3:26 PM				nfo
s47F	@mccabes.com.au>				∫
PARKER, Tim <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>; s47F	<u>(</u>	@spiceproperty.com.au>	;	20
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bject: RE: Lease of Suite	e 201, 213 Miller Street, North Sy	dney <sup>s47G(1)(a)</sup>		[SEC=OFFICIAL]	<u>e</u>
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Hi <sup>s47F</sup>

Signed lease attached.

I will arrange payment as soon as I receive the version signed by the landlord.

\*\*\*\*\*

Kind regards s22(1)(a)(ii) Senior Manager Corporate Services s22(1)(a)(ii) @hsra.gov.au | hsra.gov.au M s22(1)(a)(ii)

**High Speed Rail Authority** 

### OFFICIAL

 From:
 §47F
 @mccabes.com.au

 Sent:
 Thursday, 20 June 2024 12:13 PM

 To:
 \$22(1)(a)(ii)
 @hsra.gov.au

 Subject:
 RE:
 Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL]

s22(1)(a)

We suggest that the Tenant and the Landlord arrange execution of the Lease s47D, s47G(1)(a)

Please send through the Lease executed by High Speed Rail authority as soon as possible.

Yours faithfully

LEADING FIRM 2024



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From: <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>		der 1
Sent: Thursday, June 20, 2024 11:40	AM		ŭ
	<u>es.com.au</u> >		50
Subject: RE: Lease of Suite 201, 213	Viller Street, North Sydney <sup>s47G(1)(a)</sup>	[SEC=OFFICIAL]	ase

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**OFFICIAL** 

Thanks <sup>s47F</sup>

We cannot make a payment on the lease until the lease document is signed.

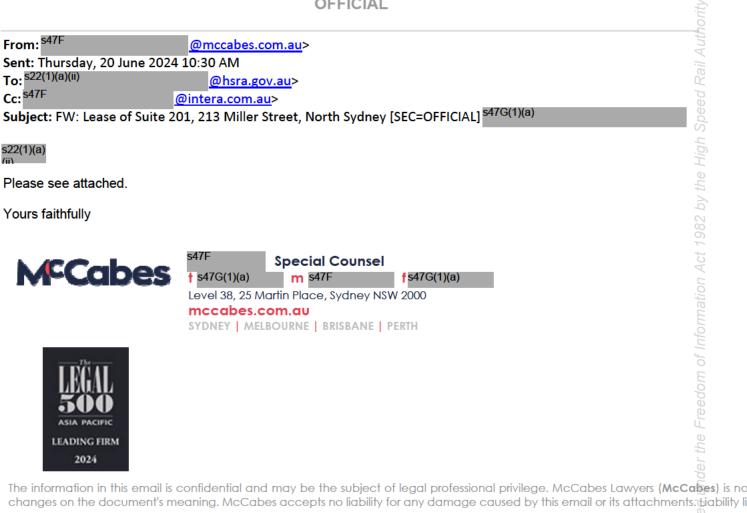
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ls it r	oossible	to sign	the l	ease s47D,	s47G(1)(a)
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Kind regards s22(1)(a)(ii)		
Senior Manag s22(1)(a)(ii) M <sup>s22(1)(a)(ii)</sup>		ervices hsra.gov.au

**High Speed Rail Authority** 

**OFFICIAL** 



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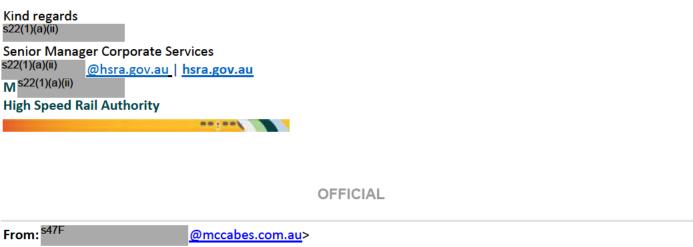
OFFICIAL

#### Hi<sup>s47F</sup>

We will progress this as soon as we can, however supplied the vendor creation form isn't complete, it is missing:

- Company name
- Bank account name
- Bank supporting documentation (eg. bank statement, bank slip).

If you can get this back to me asap we will aim to have the signed document and payment processed by the end of the week/early next week.



From:		@mccabes.com.au>				
Sent: Wednesd	ay, 19 June 202	4 1:56 PM				
To: <sup>s22(1)(a)(ii)</sup>		@hsra.gov.au>				
Cc: <sup>s47F</sup>	@cadigal.com	<u>.au</u> ; PARKER, Tim <sup>s22(1)(a)(ii)</sup>	<u>@hsra.gov.au</u> >; <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>;		
s47F		ceproperty.com.au>				
Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL] <sup>s47G(1)(a)</sup>						

s22(1)(a)

Please submit the Lease executed by the Lessee and arrange for the payment s47D, s47G(1)(a)

We shall immediately arrange for the Landlord to sign the Lease at that time.

Yours faithfully





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From: <sup>s</sup>	22(1)(a)(ii) @hsra.gov.au>	
	/ednesday, June 19, 2024 1:34 PM	
To: S47F	@mccabes.com.au>	
Cc: S47F	@cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>; <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>;
s47F	@spiceproperty.com.au>	
Subject	:: RE: Lease of Suite 201, 213 Miller Street, North Sydney <sup>s47G(1)(a)</sup>	[SEC=OFFICIAL]

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## **OFFICIAL**

Thanks<sup>S47F</sup>

Released under the Freedom of Information Act 1982 by the High Speed Rail Authority Are you able to advise when we will be signing the lease. We would really like to stick to the start date for the lease as 1 July 2024.

Kind regards s22(1)(a)(ii) Senior Manager Corporate Services s22(1)(a)(ii) <u>@hsra.gov.au | hsra.gov.au</u> M s22(1)(a)(ii) **High Speed Rail Authority** 

## **OFFICIAL**

From: <sup>s47F</sup>	@mccabes.com.au>		
Sent: Wednesda	ay, 19 June 2024 12:01 PM		
To: <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>		
Cc: <sup>s47F</sup>	@cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>; s22(1)(a)(ii)	<u>@hsra.gov.au</u> >;
s47F	@spiceproperty.com.au>		
Subject: RE: Lea	ase of Suite 201, 213 Miller Street, North Sydr	ney [SEC=OFFICIAL] s47G(1)(a)	
Please find attac	ched vendor form as requested.		
Yours faithfully			
	8		



 s47F
 Special Counsel

 † s47G(1)(a)
 m s47F
 f Error! Hyperlink reference not valid.

 Level 38, 25 Martin Place, Sydney NSW 2000
 mccabes.com.au

 SYDNEY
 MELBOURNE
 BRISBANE



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McCabes acknowledges Aboriginal and Torres Strait Islander peoples as the traditional custodians of our offices' land and their continu

From: <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>	
	une 18, 2024 1:04 PM	
To: <sup>s47F</sup>	@mccabes.com.au>	
Cc: <sup>s47F</sup>	@cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>; <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>;
s47F	@spiceproperty.com.au>	
Subject: RE: Leas	e of Suite 201, 213 Miller Street, North Sydney <sup>s47G(1)(a)</sup>	[SEC=OFFICIAL]

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## Thanks<sup>S47F</sup>

Happy to execute the lease and can make the first payment when we receive the vendor form that I sent this morning.

Kind regards s22(1)(a)(ii) Senior Manager Corporate Services s22(1)(a)(ii) M<sup>s22(1)(a)(ii)</sup> High Speed Rail Authority

**OFFICIAL** 

From: <sup>s47F</sup>	@mccabes.com.au>		
Sent: Tuesday,	18 June 2024 10:21 AM		:
To: <sup>s22(1)(a)(ii)</sup>	@hsra.gov.au>		
Cc: <sup>s47F</sup>	@cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup>	<u>@hsra.gov.au</u> >; s22(1)(a)(ii)	@hsra.gov.au>;
s47F	@spiceproperty.com.au>		
Subject: RE: Lea	ase of Suite 201, 213 Miller Street, North Syd	ney [SEC=OFFICIAL] <sup>s47G(1)(a)</sup>	

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s47D, s47G(1)(a)

Yours faithfully



 s47F
 Special Counsel

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 Level 38, 25 Martin Place, Sydney NSW 2000
 mccabes.com.au
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The **EADING FIRM** 2024

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SYDNEY | MELBOURNE | BRISBANE | PERTH

From: s22(1)(a)(ii) @hsra.gov.au>	
Sent: Thursday, June 13, 2024 2:14 PM	
To: <sup>s47F</sup> @mccabes.com.au>	ritv
Cc: <sup>s47F</sup> @cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>; <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>;	l Oq
s47F @spiceproperty.com.au>	111t
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Thanks <sup>s47F</sup>	25
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Could you please clarify <sup>s47D, s47G(1)(a)</sup>	6
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	P/
Other than this clarification HSRA is agreeable to the execution of the lease.	100
	ter ter
Kind regards	22
s22(1)(a)(ii)	Infe
Senior Manager Corporate Services	ç
s22(1)(a)(ii) <u>@hsra.gov.au</u>   <u>hsra.gov.au</u>	3
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Cc: <sup>s47F</sup>	@cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>; <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>;
s47F	@spiceproperty.com.au>
Cubic at DE Las	of Suite 201, 212 Millow Streads North Sudary (SEC-OFFICIAL) \$47G(1)(a)

Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney [SEC=OFFICIAL] S4/G(1)(a)

s22(1) (a)(ii)

Thank you for your email of 11 June 2024.

Attached is an execution version which incorporates the negotiations to date as we understand them.

s47D, s47G(1)(a)

Please confirm that High Speed Rail Authority is agreeable to execute the attached lease.

Yours faithfully



From: s22(1)(a)(ii) @hsra.gov.au>	Act
Sent: Tuesday, June 11, 2024 12:39 PM	u l
To: <sup>s47F</sup> @mccabes.com.au>	atio
Cc: <sup>s47F</sup> @cadigal.com.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup> @hsra.gov.au>; <sup>s22(1)(a)(ii)</sup> @hsra.gov.au	>; )
s47F @spiceproperty.com.au>	for
Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney <sup>\$47G(1)(a)</sup> [SEC=OFFICIA	(L) 🧧
CAUTION: External email. Be careful clicking on links and opening attachments.	er the Freedor
Hi <sup>s47F</sup>	l under ti
After having a discussion with <sup>\$47F</sup> Cadigal <sup>\$47D, \$47G(1)(a)</sup>	Released
11	Re

Happy for you to send back a revised version of the contract given a revised version was needed with the additional comments that needed to be addressed.

Kind regards				
s22(1)(a)(ii)				
Senior Manag	er Cor	porate Se	ervices	
s22(1)(a)(ii)	@hsra	.gov.au	hsra.go	ov.au
M <sup>s22(1)(a)(ii)</sup>				
High Speed R	ail Aut	hority		
			mm 21	

#### **OFFICIAL**

From: <sup>s</sup>	47F	@mccabes.com.au>			
Sent: N	londay, 3 June 2024 12:	16 PM			
To: \$22(		@hsra.gov.au>			
Cc: <sup>s47F</sup>	@cadigal.com	.au; PARKER, Tim <sup>s22(1)(a)(ii)</sup>	<u>@hsra.gov.au</u> >;	s22(1)(a)(ii)	<u>@hsra.gov.au</u> >;
s47F		iceproperty.com.au>			·
Subject	RE: Lease of Suite 201	, 213 Miller Street, North Sydn	ey [SEC=OFFICIA	L] <sup>s47G(1)(a)</sup>	

#### s22(1)(a)

Please find attached the latest version received from you with further responses from the Landlord, most of which are ligh Speed Rail Au accommodating with the Tenan's requests.

s47D, s47G(1)(a)

We look forward to your further advices.

McCabes	† s47G(1)(a) Level 38, 25 Mar mccabes.col	Special Counsel m s47F tin Place, Sydney NSV m.au DURNE   BRISBANE   P	+ 1080 hv the
The The The The The The The The			dom of Information Ac

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						D D
From: s22(1)(a)(ii)		@hsra.gov.au>				pund
Sent: Friday, Ma	y 31, 2024 4:19 PM					0
To: <sup>s47F</sup>	@mccabe	s.com.au>				SG
Cc: <sup>s47F</sup>	@cadigal.com.au; PA	RKER, Tim <sup>s22(1)(a)(ii)</sup>	<u>@hsra.gov.au</u> >; <sup>s22(1)</sup>	(a)(ii)	<u>@hsra.gov.au</u> >;	elea

[SEC=OFFICIAL]

s47F

@spiceproperty.com.au>

Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney s47G(1)(a)

CAUTION: External email. Be careful clicking on links and opening attachments.

**OFFICIAL** 

# Hi<sup>s47F</sup>

Attached for your review is the version of the lease which has been reviewed by our legal.

Please note, legal advised before marking up amendments, they accepted the existing mark-up shown in the draft Lease as this is typical practice in commercial leasing negotiations. Where they thought it would be helpful, they have inserted comments directed to the Landlord explaining amendments.

Kind regards s22(1)(a)(ii) Senior Manager Corporate Services s22(1)(a)(ii) @hsra.gov.au | hsra.gov.au M s22(1)(a)(ii) High Speed Rail Authority

OFFICIAL	
From: <sup>\$22(1)(a)(ii)</sup> Sent: Wednesday, 22 May 2024 3:49 PM To: <sup>\$47F</sup> @mccabes.com.au> Cc: <sup>\$47F</sup> @cadigal.com.au Subject: RE: Lease of Suite 201, 213 Miller Street, North Sydney <sup>\$47G(1)(a)</sup> OFFICIAL	[SEC=OFFICIAL]
Hi <sup>S47F</sup>	
Apologies I should have advised where I was up to.	70
I have sent the lease for legal review from our end and have asked them to provide any comments clauses.	on the additional
They have just called me to day to say they will have it back to me by mid-next week.	2 () 2
Kind regards s22(1)(a)(ii)	
Senior Manager Corporate Services	L
s22(1)(a)(ii) <u>@hsra.gov.au   hsra.gov.au</u>	
M <sup>s22(1)(a)(ii)</sup>	
High Speed Rail Authority	
an i ant	

#### **OFFICIAL**

 From:
 Same and a stress and a stress

Subject: Lease of Suite 201, 213 Miller Street, North Sydney s47G(1)(a)

#### s22(1)(a)

We act on behalf of NMBE Pty Ltd

We have been provided with a version of the Lease with further comments on unresolved items noting that you have accepted mark ups for variations accepted by the Tenant.

We note that It appears that you have made no comments on amendments to clauses 45.1 and 45.3 and Schedule 2.

We look forward to your further advices so that the Lease can be finalised for execution.

Yours faithfully



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s22(1)(a)(ii)

Pages 15 through 17 removed as irrelevant material - s 22(1)(a)(ii)

92 of 94

93 of 94

s47G(1



Property manager for NMBE Pty Ltd ATF MALKI FAMILY TRUST

(j)

INTERA GROUP

# TAX INVOICE

High Speed Rail Authority S201, 213Miller St,	Date:	21.06.20	)24
North Sydney NSW 2060			,2 T
ABN: 88 675 754 520	Ref:		anuary 25 Rental Invoice
			-
Tenant Name		Currency	Payment Due Date
High Speed Rail Authority		AUD	01/07/2024
<b>Description</b>			Am
D, s47G(1)(a)			
Please deposit th	e above amount direct into	our bank account	::
Please deposit th s47G(1)(a)	e above amount direct into	our bank account	:
	e above amount direct into	our bank account	: