

THIS and the following pages form Annexure "A" to a Lease made between MINISTER ADMINISTERING THE HERITAGE ACT 1977 ("Lessor") and DAMIEN MICHAEL MILLER ("Lessee")

dated 2010.

BY THIS DEED the Lessor and the Lessee agree:

SUMMARY

ITEM 1 LESSOR

MINISTER ADMINISTERING THE HERITAGE ACT 1977, a statutory corporation sole constituted under section 102(1) of that legislation, of Level 11, 2-10 Wentworth Street, Parramatta NSW 2150

ITEM 2 LESSEE

DAMIEN MICHAEL MILLER
c/o Sagacious Legal Pty Limited, Sagacious House, 45 Phillip Street
Sydney NSW 2000

ITEM 3 GUARANTOR

Nil

ITEM 4 BUILDINGS

The residence known as Hillview and outbuildings erected on the Land.

ITEM 5 LAND

The whole of the land contained in Certificate of Title 12/260417.

ITEM 6 TERM

40 years

Commencing Date: 1 January 2010

Terminating Date: 31 December 2049

STATEMENT OF PRINCIPLES

The parties agree that their intentions in entering into this Lease are as follows:

- (a) The Lessor is obligated by the terms of a Deed of Gift dated 9 July 1985 and made by Edward Harold Klein to maintain and conserve "Hillview", being the premises demised by this Lease and all its fixtures, fittings and all other contents in a reasonable state of repair and the Lessor enters into this Lease in order to fulfill its obligations under the Deed of Gift.

- (b) Under the Deed of Agreement the Lessee agreed to conserve and maintain "Hillview" on behalf of the Lessor and pursuant thereto the Lessee has reinstated the buildings of "Hillview" to a level that reflects the former vice-regal status of "Hillview" as it was in 1957 and agrees to conserve and maintain "Hillview" at this level throughout the Term.
- (c) The parties will cooperate throughout the Term of the Lease to achieve the common objectives set out in clause 1.2 of the Deed of Agreement.
- (d) Subject to the provisions of this Lease, the Lessor acknowledges and agrees that the Lessee has completed the conservation works for the Premises to the requisite scope and detail and to the standard of workmanship which is in accordance with the Lessee's obligations as set out in Deed of Agreement (including amongst other things all conditions precedent).

DIVISION 1 DEFINITIONS AND INTERPRETATION

1. DEFINITIONS:

Unless otherwise provided in this Lease, the following meanings apply:

"assign" means and includes to assign, transfer, sub-let, declare a trust, licence (other than as provided by Clause 12.3), or agree to do any of these things, grant any entitlement to possess or occupy, grant an option or other rights over or otherwise deal with and **"assignment"** and **"assignee"** shall have comparable meanings.

"Authority" means any federal, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal.

"Buildings" means the existing improvements on the Land and the improvements, fixtures, fittings, plant and equipment to be erected and installed and other works including landscaping and necessary services and security measures to be undertaken in accordance with this Lease.

"Business Day" means any day on which the majority of trading banks are open for the conduct of business in Sydney, Australia.

"Centre" means either the Australian Commercial Disputes Centre or, if that body no longer exists, a like body which in the reasonable opinion of the Lessor performs essentially the same role or function.

"Commencing Date" means the date upon which the Lease commences as particularised in Item 6 of the Summary.

"Component A" means the bare value of the Land, devoid of the Buildings and any other improvements, a figure which was for the purposes of this lease agreed to be x percent of the Premises' total value.



"Component B" means the value added to Component A by the Buildings and any other improvements, but only in the condition which they presented when the Lessee entered occupation of the Premises in 1999, a figure which was for the purposes of this lease agreed to be y percent of the Premises' total value.

"Component C" means the value added to Components A and B by all renovations which the Lessee carried out up until the Commencing date, a figure which was for the purposes of this lease agreed to be z percent of the Premises' total value.

"Conservation and Management Plan for the Garden - 1994" means the plan for the restoration and maintenance of the Garden, a copy of which is annexure "B" and any subsequent revisions.

"Conservation Plan" means the Conservation Management Plan as revised by Paul Davies in 1999 and adopted by the Heritage Council of New South Wales on 18 April 2000 a copy of which is annexure "C" and any subsequent revisions.

"Consultant" means either Paul Davies, architect or a replacement appointed in accordance with Clause 6.3.

"Contents" means those items listed in the Contents Maintenance and Use Plan.

"Contents Maintenance and Use Plan" means the plan a copy of which is annexure "D" and any subsequent revisions.

"Corporation" means a corporation, company or body corporate.

"CPI Rent Adjustment Date" means every Rent Payment Date which falls on each anniversary of the Commencing Date (but excluding a Market Rent Review Date).

"Deed of Agreement" means the deed made between the Lessor, the Lessee and Vicki Anne Burton-Taylor on 28 July 1999, a copy of which is annexure "E".

"Deed of Gift" means the deed dated 9 July 1985 between the Lessor and the late Edwin Harold Klein, a copy of which is annexure "F".

"Event of Default" means any of the events set out in Clause 14.2.

"Garden" means the garden as defined in the Conservation and Management Plan for the Garden-1994.

"Garden Conservation Work" means the work to which Clause 8.2 refers.

"Government Authority" means any minister of the Crown or statutory authority (including the municipal authority) having jurisdiction over or in relation to or control of the use or development of the Premises, the execution of works on the Premises and the occupation of the Premises.

"Heritage Items" means Contents of particular heritage significance.

"Insolvency Event" means the making of a sequestration order against the estate of the Lessee or where the Lessee permits any act of bankruptcy or suffers or permits anything

bringing or having the effect of bringing the Lessee's estate within the operation of any insolvency or bankruptcy laws whereby the Lessee's estate may be assigned for the benefit of the Lessee's creditors or the Lessee make any composition with the Lessee's creditors.

"Inspector" means and includes an inspector and architect, engineer, electrician, agent or licensed builder employed or engaged by the Lessor.

"Insurance Proceeds" means all of the proceeds yielded by any insurance policy of the kind required by Clause 11.1.

"Item" means any Item in the Summary.

"Land" means the land known as "Hillview", Illawarra Highway, Sutton Forest, being Folio Identifier 12/260417.

"Lease" means this Lease and includes any annexures, schedules or exhibits to this Lease.

"Lessee" means the lessee described in Item 2 and his successors and assigns.

"Lessor" means the lessor described in Item 1 and his successors and assigns.

"Market Rent" means the rent determined under Clauses 3.2 and 3.3.

"Market Rent Review Date" means the Commencing Date and every fifth anniversary of the Commencing Date.

"Month" means calendar month and **"monthly"** corresponds to that meaning.

"Outgoings" means and includes:

- (a) all rates taxes charges assessments outgoings and impositions of every kind (other than for or on account of any tax on income or capital gain) whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under any federal or state law or by any federal state or local authority and whether on the capital or rental value of the premises or of a capital or revenue nature or of a novel kind which may be assessed charged or imposed or in respect of which a liability arises by virtue of the estate or interest of the Lessor in the premises or the estate or interest of any other person having an estate or interest in the premises superior to or concurrent with the Lessor and includes any tax (including a goods and services tax) charged on the supply of the Land and/or Buildings to the Lessee under this Lease but in the case of land tax or any similar tax upon land means and includes the amount by which the liability of the Lessor or such other person as aforesaid for such tax is increased by reason of its estate or interest in the premises;
- (b) all insurance premiums (and any stamp duties for insurance of the Premises in the full insurable reinstatement value against earthquake, explosion, riot, civil commotion, fire, flood, lightning, storm and tempest (including demolition debris removal with escalation provision) and against such other risks

(referable to the Premises) including public liability which the Lessee is required to maintain under this Deed;

- (c) the cost of all water supply, sewerage and drainage services to and from the Premises including excess charges and meter rents;
- (d) all proper charges for gas, electricity, telephone, electronic, telecommunications and other services supplied to, connected to or consumed in or on the Premises as correctly registered and recorded;
- (e) cost of statutory inspections and reports; and
- (f) the cost of audits of the amount of the Outgoings.

"party" means a party to this Deed and **"parties"** means the parties to this Deed.

"Permitted Use" means:

- (a) use as an eight-suite guest house;
- (b) use as a museum;
- (c) rural and agricultural uses; and
- (d) other uses but solely to the extent that they are ancillary to paragraphs (a) to (c) above including:
 - (i) use as a restaurant;
 - (ii) use as function centre;
 - (iii) use as a conference centre; and
 - (iv) agistment of livestock,
 - (v) community events which are not incompatible with:
 - (A) the Conservation and Management Plan for the Garden –1994;
 - (B) the Conservation Plan;
 - (C) the Contents, Maintenance and Use Plan; and
 - (D) the Deed of Gift.

"Person" includes actual persons and incorporated and unincorporated bodies and associations.

"Premises" means the Land and Buildings.

"Rent" means the rent (if any) determined from time to time in accordance with clauses 3.2 and 3.3.

"Rent Payment Date" means the Commencing Date and every date one month thereafter.

"Representative" means the person from time to time who represents a party.

"Statute" means any legislation now or hereafter in force of the Parliament of the Commonwealth of Australia or any State or Territory thereof and any rule, regulation, ordinance, by-law, statutory instrument, order or notice now or hereafter made under such legislation.

"Summary" means the Summary appearing before Division 1 of this Lease.

"Term" means the term of this demise as particularised in Item 6.

"Terminating Date" means the date upon which the Term expires as particularised in Item 6.

1.1 INTERPRETATION

Unless otherwise provided in this Lease:

- 1.2.1 headings do not form part of the content of this Lease and do not affect the meaning of this Lease;
- 1.2.2 Sections 84, 84A and 85 of the Conveyancing Act 1919 do not apply to this Lease;
- 1.2.3 words importing the singular include the plural and vice versa and words importing a particular gender include every gender;
- 1.2.4 any agreement in this Lease by two or more Persons binds them jointly and each of them severally;
- 1.2.5 if any part of this Lease is invalid, illegal or unenforceable in any respect, then unless the basic purpose of the lease is defeated thereby, the remaining parts of this Lease are unaffected and enforceable;
- 1.2.6 references to statutes, regulations, ordinances and by-laws include all statutes, regulations, ordinances and by-laws amending, consolidating or replacing them;
- 1.2.7 all covenants or obligations in this Lease are separate and independent covenants made by a party to this Lease in favour of the other parties;
- 1.2.8 the law of New South Wales applies to this Lease and the Courts of New South Wales, the High Court of Australia and Federal Court of Australia have jurisdiction over the parties to this Lease; and
- 1.2.9 reference to any body (including, but not limited to, any institute, association, authority or government agency) which ceases to exist or whose powers or functions are transferred to any other body also includes the body which replaces it or which takes over its powers and functions.

DIVISION 2 TERM AND HOLDING OVER



2.1 LEASE TERM

The Lessor leases the Premises to the Lessee for the Term in accordance with this Lease

2.2 VACATING OF PREMISES IN FAVOUR OF THE LESSOR

The Lessee must on the expiration or earlier termination of this Lease peacefully vacate the Premises and deliver possession of the Premises to the Lessor in the state of repair required by Division 8 and otherwise in the condition required by this Lease, fair wear and tear excepted.

2.3 DAMAGE TO PREMISES

- 2.3.1 If the Buildings are damaged by fire, flood, lightning, storm or other calamitous cause the Lessee shall, subject to the following clauses, reinstate and rebuild the Buildings in accordance with the Conservation Plan without undue delay using the Insurance Proceeds and (to the extent that they may be insufficient) his own moneys.
- 2.3.2 The Lessee will not be obliged to reinstate and rebuild the Buildings if either:
- (a) the damage to, or destruction of them is a direct consequence of any act or default of the Lessor; or
 - (b) the Lessor comes to the reasonable opinion that reinstatement or rebuilding the Buildings strictly in accordance with the Conservation Plan is impractical or undesirable.
- 2.3.3 If the Lessor comes to this opinion it shall within three months of the damage or destruction notify the Lessee.
- 2.3.4 Upon receiving such notification the Lessee may at his absolute discretion choose, but is not obliged, to reinstate and rebuild the Buildings.
- 2.3.5 If the Lessee chooses to reinstate and rebuild the Buildings he shall do so without undue delay :
- (a) substantially in accordance with their original design or such other design as the Lessor in his discretion may approve; and
 - (b) in accordance with plans and specifications approved by the Lessor,
- using the Insurance Proceeds and (to the extent that they may be insufficient) his own moneys.
- 2.3.6 If the Lessee chooses not to reinstate and rebuild the Buildings he shall within 30 days of receiving notice from the Lessor as specified in clause 2.3.3 give the Lessor written notice to such effect whereupon:
- (a) This Lease shall come to an end but without prejudice to any antecedent breach or claim which one party may wish to pursue against the other;

- (b) The Lessee shall immediately vacate the Premises; and
- (c) The Lessor shall remit to the Lessee a portion of the Insurance Proceeds equal to:

$C/(B+C) \times D/40$ where:

B = Component B;

C = Component C; and

D = the number of years, whether a whole number or otherwise, which would span the date when the damage or destruction occurred and the Terminating Date.

2.3.7 Notwithstanding clause 2.3.6 the Lessee shall not be entitled to receive any portion of the Insurance Proceeds in circumstances where the Buildings have been damaged or destroyed by the Lessee's own deliberate or criminally culpable act.

2.4 HOLDING OVER

2.4.1 If the Lessee remains in the Premises with the Lessor's consent after the expiration or earlier termination of this Lease the Lessee will do so as a half-yearly tenant on the same terms as this Lease.

2.4.2 The half-yearly tenancy under Clause 2.4.1 can be terminated at any time by either the Lessor or the Lessee giving six Month's written notice to the other, expiring on any day.

DIVISION 3 RENT AND OTHER PAYMENTS

3.1 RENT

3.1.1 Subject to clause 3.1.3 the Lessee shall pay the Rent:

(i) by equal monthly instalments in advance commencing on the First Rent Payment Date; and

(ii) no later than 14 days after each Rent Payment Date,

for the balance of the Term.

3.1.2 If an instalment of Rent is for a period of less than one month, then that instalment is that proportion of one twelfth of the Rent which the number of days in the period bears to the number of days in the month in which that period begins.

3.1.3 Notwithstanding clause 3.1.1 the Lessee may defer paying the Rent payable for the first two years of the Term on the proviso that any rent whose payment is so



deferred must be paid no later than the day after the second anniversary of the Commencing Date.

3.2 MARKET REVIEW OF RENT

3.2.1 Approximately three months prior to each Market Rent Review Date the Lessor shall give to the Lessee a notice stating the Lessor's assessment of the Market Rent which will take effect from the relevant Market Rent Review Date.

3.2.2 The Market Rent payable from and including the relevant Market Rent Review Date shall be the amount stated in the Lessor's notice unless the Lessee gives the Lessor a notice, within one month after the Lessor's notice is given, disagreeing with that amount.

3.2.3 If within one month after the date when any notice under Clause 3.2.2 is given the parties have not agreed upon the Market Rent which will take effect from the relevant Market Rent Review Date, the parties shall abide by the decision of a valuer who:

- (a) is appointed by the president of the New South Wales division of the Australian Property Institute (Inc);
- (b) is a full member of at least five years' standing of that Institute; and
- (c) at the time of appointment is both experienced and actively engaged in valuing similar premises to the Premises.

3.2.4 Any such valuer shall decide the current annual market rent which would reasonably be paid for the Premises on the relevant Market Rent Review Date were they to be unoccupied and available to be rented for the Permitted Use.

3.2.5 In the course of so deciding the valuer shall:

- (a) invite and take into account submissions from both the Lessor and the Lessee;
- (b) take into account the unique nature of the Premises;
- (c) take into account any financial information concerning the business operated by the Lessee from the Premises;
- (d) disregard the goodwill of any business conducted by the Lessee from the Premises; and
- (e) act as an expert and not as an arbitrator.

3.2.6 Any decision of the valuer shall be:

- (a) final and binding upon the parties;
- (b) made within one month of the valuer's appointment;
- (c) recorded in a written valuation which describes:
 - (i) any adjustments;
 - (ii) the matters which have been disregarded;
 - (iii) the matters which have been taken into account; and
 - (iv) in the case of the latter their respective weightings.

3.2.7 The Market Rent which will take effect from the relevant Market Rent Review Date shall be a percentage of the current annual market rent which the valuer decides; such percentage being the sum of Components A and B.

3.2.8 The Lessor and the Lessee shall pay the valuer's costs in equal shares.

3.2.9 Until the Market Rent is determined the Lessee shall pay the Market Rent applicable immediately before the relevant Market Rent Review Date.

3.2.10 On the first Rent Payment Date after the Market Rent is determined the Lessee shall either pay the Lessor or be credited with the difference between:

- (a) the monies which the Lessee has paid on account of Rent; and
- (b) the Market Rent which has been determined.

3.3 CPI RENT ADJUSTMENT

3.3.1 The Rent from and including each CPI Rent Adjustment Date shall be equal to:

$$\frac{A \times C}{B}$$

where:

"A" is the Australian Statistician's Consumer Price Index (All Groups) figure for Sydney last published before the CPI Rent Adjustment Date.

"B" is the Australian Statistician's Consumer Price Index (All Groups) figure for Sydney last published before the immediately preceding Market Rent Review Date.

"C" is the Market Rent payable from and including the immediately preceding Market Rent Review Date.

3.3.2 If the Consumer Price Index is discontinued or suspended, the annual rent payable from the CPI Rent Adjustment Date will be the current market rent agreed or determined under Clause 3.2.

3.4 OUTGOINGS

3.4.1 The Lessee shall pay the Outgoings as and when the entities responsible for imposing them require him to do so.

3.4.2 The Lessor shall take all reasonable steps to ensure that those entities are advised in writing that such payment is to be sought directly from the Lessee at first instance.

3.4.3 Performance by the Lessee of his obligations under paragraph 3.4.1 shall not in any way be conditional upon performance by the Lessor of its obligations under paragraph 3.4.2.

3.4.4 If any account for Outgoings is:

(i) issued to the Lessor;

(ii) received by the Lessee but not paid by the Lessee,

the Lessor may either

(iii) submit the account to the Lessee for payment; or

(iv) pay the account itself and require reimbursement from the Lessee.

3.4.5 For the purposes of paragraph 3.4.4(iv) the Lessee shall reimburse the Lessor within 30 days of being required to do so.

3.5 METHOD OF PAYMENT

Rent (if any) and other payments by the Lessee to the Lessor under this Lease are to be made in full at the address shown in Item 1 or at any other place notified in writing by the Lessor to the Lessee.

3.6 INTEREST ON ARREARS

The Lessee will pay to the Lessor interest on any Rent and on any other monies due by the Lessee to the Lessor but unpaid for 30 days. Interest will be calculated from the date when such moneys become due to the date when those monies and interest are received by the Lessor.

DIVISION 4 CALCULATION OF INTEREST

4.1 Interest under this lease will be calculated at a rate one per centum (1%) per annum above the prevailing \$100,000 bank overdraft rate offered by the Westpac Bank, or if that bank no longer exists, by such other bank as the Lessor may nominate.

DIVISION 5 OTHER CHARGES

5.1 STAMP DUTY AND LESSOR'S COSTS

5.1.1 Unless otherwise agreed between the parties in writing the Lessee will pay the Lessor's costs (including legal costs as between solicitor and client) in relation to:

- (a) this Lease and any transfer, surrender or termination of this Lease (including obtaining the consent of any Person whose consent is required);
- (b) any breach of this Lease by the Lessee; and
- (c) any litigation involving the Lessor commenced by or against the Lessee in which judgment is recorded against the Lessee;

5.1.2 The Lessee will pay when due all stamp duty and registration fees payable in relation to this Lease and in relation to anything done under this Lease.

DIVISION 6 LESSEE'S BUSINESS

6.1 PERMITTED USE

The Lessee will only use the Premises for the Permitted Use.

6.2 STATUTORY REQUIREMENTS

6.2.1 The Lessee will at all times comply with all statutes, ordinances, proclamations, orders and regulations affecting

- (i) the Premises;
- (ii) the Lessee's use of the Premises;
- (iii) public access
- (iv) advertising; and
- (v) the conduct of the Lessee's employees and visitors.

6.2.3 The Lessee will at all times comply with all notices and orders given by any Authority in relation to the Premises, (whether sent to the Lessor or the Lessee



provided that if sent to the Lessor the Lessor gives prompt notice thereof to the Lessee) and the Lessee's use of the Premises whether any notice or order requires the doing of structural work, or not.

6.2.4 The Lessee indemnifies the Lessor in relation to any failure by the Lessee to comply with the Lessee's obligations under this clause.

6.3 CONSULTANT

- 6.3.1 The Consultant shall be either Paul Davies or any person appointed to replace him in accordance with the following clauses.
- 6.3.2 If Paul Davies forms the reasonable opinion that he is no longer able or willing to discharge the duties of the Consultant he may propose the names of three experienced and properly qualified heritage consultants to succeed him.
- 6.3.3 The Lessor shall object to one of those heritage consultants and the Lessee to the other.
- 6.3.4 The remaining heritage consultant shall thereupon become the Consultant.
- 6.3.5 A party who is of the reasonable opinion that any Consultant, other than Paul Davies, is no longer performing his duties to an acceptable standard may at any time by notice advise the other party that they require the Consultant to be replaced.
- 6.3.6 The party who receives such notice shall thereupon, by notice to the other party, propose the names of three experienced and properly qualified heritage consultants other than the one whose replacement is required.
- 6.3.7 Upon receipt of such Notice the party who requires the Consultant to be replaced shall by notice to the other party appoint one of those heritage consultants.
- 6.3.8 That consultant shall thereupon become the Consultant.

DIVISION 7 USE OF PREMISES

7.1 USE REQUIREMENTS

- 7.1.1 The Lessee will
 - (a) maintain the Buildings in accordance with Clause 8.1;
 - (b) keep the Land free from rubbish and ensure that all rubbish is stored properly within the Premises;
 - (c) keep the Premises free of all pests and vermin;
 - (d) immediately notify the Lessor and the relevant public authorities of any infectious illness or infestation in the Premises and thoroughly fumigate the Premises to the Lessor's reasonable satisfaction;
 - (e) conserve and maintain the Garden in accordance with Clause 8.2;

- (f) conduct the Lessee's business in the Premises in a reputable manner;
- (g) use reasonable endeavours to ensure that the Lessee's employees and visitors gain access to and leave the Premises in a quiet and orderly manner and do not interfere with the Lessor, its agents and servants;
- (h) ensure that the Premises are open to the Public in accordance with Clause 16;
- (i) comply with all applicable legislation regarding the purchase use and application of agricultural chemicals;
- (j) keep the Land free of noxious weeds;
- (k) install and maintain fencing as required; and
- (l) maintain the Contents in accordance with Clause 8.3.

7.1.2 The Lessee will not:

- (a) use the Premises in an unsafe, noisy, offensive or unlawful manner;
- (b) damage the Premises without the Lessor's prior written consent which may be withheld in the absolute discretion of the Lessor;
- (c) other than as allowed by the Conservation Plan put on the exterior of the Premises or anywhere within the Premises that is visible from outside the Premises, any light, sign, advertisement, hoarding or notice without the Lessor's prior written consent which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Lessee erecting signs naming the property and the business operated therefrom, or direction signs.
- (d) do anything that might result in a statutory authority issuing a notice;
- (e) place any antenna or similar equipment or use any loud speaker or similar equipment likely to be seen or heard outside the Premises without the Lessor's prior written consent which may be withheld in the absolute discretion of the Lessor;
- (f) do anything on the Land which will affect its environmental quality;
- (g) spray the Land with any chemical substance (unless required for the control of noxious weeds but then only in accordance with all applicable legislation) or contravene any regulations set by the Environmental Protection Agency of NSW and/or NSW Agriculture;
- (h) do any work on the Premises otherwise than in accordance with the Conservation Plan, the Contents Maintenance and Use Plan and the Conservation and Management Plan for the Garden - 1994;

- (i) do anything which is in breach of any obligation of the Lessor under the Deed of Gift; and
- (j) store toxic chemicals, fill, building refuse, inflammable liquids or oil on site.

DIVISION 8 MAINTENANCE AND REPAIR

8.1 THE BUILDINGS

8.1.1 The Lessee will at all times in accordance with the Conservation Plan and the Deed of Gift conserve, maintain, repair, amend, replace, renew and keep the Premises and its contents, machinery, plant, equipment, fixtures, fittings and furnishings in good and substantial repair, order and condition in all respects and as nearly as possible in the same condition as at the commencement of this Lease or in the event of any part having been replaced or renewed during the Lease, then as nearly as possible in the same condition as at the date of that replacement or renewal and all property which is used in or for that replacement or renewal will become the property of the Lessor. The obligations of the Lessee in this Clause include the obligation to carry out necessary or prudent structural maintenance, repairs, replacements and renewals.

8.1.2 No more frequently than every 10 years the Lessor may require the Conservation Plan to be updated and revised.

8.1.3 Any such updating and revision shall be performed by the Consultant:

- (a) after having consulted in good faith with both the Lessor and the Lessee;
- (b) in accordance with the Statement of Principles and the Deed of Gift; and
- (c) utilizing such resources, information and expertise, including the assistance of specialists and consultants in other disciplines, as the Consultant may reasonably deem appropriate.

8.1.4 The Lessee shall carry out his obligations under Clause 8.1.1 in accordance with the Conservation Plan as updated and revised under Clauses 8.1.2 and 8.1.3.

8.2 THE GARDEN CONSERVATION WORK

8.2.1 The Lessee will complete the Garden Conservation Work in accordance with:

- (i) the Section 60 approval of 2001/s60/024 dated 18 May 2001;
- (ii) the Conservation and Management Plan for the Garden – 1994; and
- (iii) the Deed of Gift,

within five (5) years of the Commencing Date (and in this regard time shall be of the essence).



8.2.2 The Lessee will:

- (i) conserve and maintain the garden area on the Land generally in accordance with the Conservation and Management Plan for the Garden - 1994 and the Deed of Gift; and
- (ii) obtain and maintain all necessary approvals including but not limited to Heritage Council approvals and approvals under relevant tree preservation orders.

8.2.3 No more frequently than every 10 years the Lessor may require the Conservation and Management Plan for the Garden – 1994 to be updated and revised.

8.2.4 Any such updating and revision shall be performed by the Consultant:

- (a) after having consulted in good faith with both the Lessor and the Lessee;
- (b) in accordance with the Statement of Principles and the Deed of Gift; and
- (c) utilizing such resources, information and expertise, including the assistance of specialists and consultants in other disciplines, as the Consultant may reasonably deem appropriate.

8.2.5 The Lessee shall carry out his obligations under Clause 8.2.1 and 8.2.2 in accordance with the Conservation and Management Plan for the Garden – 1994 as updated and revised under Clauses 8.2.3 and 8.2.4.

8.3 CONTENTS

8.3.1 The Lessee must:

- (i) use the Contents in accordance with the Permitted Use subject to the provisions of this Lease;
- (ii) maintain, repair and secure the Contents in accordance with the Contents Maintenance and Use Plan;
- (iii) not remove the contents from the Premises during the term of this Lease, other than for the purpose of necessary maintenance and restoration;
- (iv) use reasonable diligence in ensuring the Contents are not damaged, destroyed, lost or stolen.

8.3.2 The parties acknowledge that a number of Heritage Items are not kept on the Premises and, subject to Clause 8.3.3, the Lessee's obligations under Clause 8.3.1 and Clause 11.4 do not apply to the Heritage Items.

8.3.3 The Lessor may in its absolute discretion make any or all of the Heritage Items available to the Lessee for use or display on the Premises. If the Lessor makes the Heritage Items available to the Lessee in accordance with this Clause then the Lessee's obligations under Clause 8.3.1 apply to the Heritage Items.

8.3.4 The Lessor reserves the right to remove any of the Contents for specific display purposes upon giving the Lessee one month's written notice specifying each item of the Contents to be removed and the date each item will be removed.

- 8.3.5 In exercising its rights under Clause 8.3.4 the Lessor must endeavour to minimise any disruption to the Lessee's quiet enjoyment of the Premises and to the Lessee's business run from the Premises.
- 8.3.6 No more frequently than every 10 years the Lessor may require the Contents Maintenance and Use Plan to be updated and revised.
- 8.3.7 Any such updating and revision shall be performed by the Consultant:
- (a) after having consulted in good faith with both the Lessor and the Lessee;
 - (b) in accordance with the Statement of Principles and the Deed of Gift; and
 - (c) utilizing such resources, information and expertise, including the assistance of specialists and consultants in other disciplines, as the Consultant may reasonably deem appropriate.
- 8.3.8 The Lessee shall carry out his obligations under Clause 8.3.1, 8.3.2, 8.3.4 and 8.3.5 in accordance with the Contents Maintenance and Use Plan as updated and revised under Clauses 8.3.6 and 8.3.7.

8.4 TO KEEP CLEAN

The Lessee will during the Lease keep the Premises clean and free from dust and rubbish, store and keep all trade waste, trash and garbage in proper receptacles and permit its regular removal from the Premises.

8.5 FENCING

The Lessee will repair and maintain in good and effective condition having regard to their condition at the Commencing Date all boundary and other fencing situated on the Land.

8.6 LESSOR MAY INSPECT

The Lessor and its Inspector may every six (6) months enter upon the Premises and view the state of repair (or more often if the need arises). The Lessor may serve upon the Lessee a notice in writing of any defect relating to such repair which it is the Lessee's obligation under this Lease to remedy requiring the Lessee within such reasonable period as shall be specified in the notice to remedy and in default of the Lessee so doing it shall be lawful for the Lessor from time to time to enter and execute the required repairs, replacements or cleaning. For that purpose the Lessor, its Inspector, servants, contractors, workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing, erecting or effecting any such thing and any expenses and costs of carrying out such repairs, replacements or cleaning shall be payable by the Lessee to the Lessor.

8.7 NOTICES TO REPAIR

The Lessor can give written notice to the Lessee to repair any defects or to carry out any repair works which the Lessee is required to do under this Lease. The Lessee will make good any defects and will carry out any repairs required by the Lessor's notice.

DIVISION 9 ALTERATIONS AND ADDITIONS TO PREMISES

9.1 ALTERATIONS AND ADDITIONS

The Lessee will not make any alterations or additions to the exterior or interior of the Buildings or carry out any work to the exterior or interior of the Premises without first obtaining the Lessor's written consent. The Lessor may give or withhold consent in the Lessor's absolute discretion unless the proposed alteration or additions are in accordance with the Conservation Plan in which case the Lessor's consent shall not be unreasonably withheld. All alterations and additions must be in accordance with the Conservation Plan and the Deed of Gift.

9.2 OVERLOADING

The Lessee will not bring anything onto the Premises that will or is likely to overload the floors, roof (including any false ceiling) walls or structure of the Premises or risk the safety of the Buildings.

9.3 REQUIREMENTS OF PUBLIC AUTHORITIES

If at any time during the Term (including any holding over period) any Government Authority notifies or orders any structural alterations, additions, conversions, improvements or other works to be made to the Premises which the Lessor elects to do during the Term (including any holding over period) and which the Lessee fails to carry out in accordance with its covenants under this Lease the Lessor, its Inspector, contractors, workmen, servants, agents and others and the servants and workmen of any of their contractors may enter into and on the Premises on reasonable notice or in the cases of emergency without notice for the purpose of making any such structural alterations, additions, conversions, improvements or other works provided always that in the exercise of the Lessor's powers under this paragraph no undue inconvenience shall be caused to the Lessee.

DIVISION 10 LIABILITIES AND INDEMNITIES

10.1 SUITABILITY OF PROPERTY

The Lessor gives no warranty and makes no representation to the Lessee that the Land or the Buildings are or will remain suitable or adequate for the Lessee's purposes. Any warranty implied by law about the suitability or adequacy of the Land or the Buildings is excluded from this Lease to the extent not prohibited by law.

10.2 ASSUMPTION OF RISK

The Lessee occupies and uses the Land and the Buildings at the Lessee's sole risk.

10.3 LESSOR NOT LIABLE

- (a) The Lessor is not liable to the Lessee for the Lessor's failure to take action to prevent any damage if the Lessee has neglected to give the Lessor written notice of the need to take action.
- (b) The Lessor is not liable for any damage caused to the Buildings or to the Lessee's property by burglary, theft or malicious damage.

10.4 INDEMNITIES BY LESSEE

10.4.1 Subject to Clause 10.4.2 the Lessee indemnifies the Lessor against all claims, costs and expenses for which the Lessor is or may be liable in relation to:

- (a) loss of or damage to any property, or injury to or the death of any Person caused by the Lessee's use and acceptance of the Premises or the use and occupation of the Premises by anyone on its behalf or under a contractual arrangement with the Lessee; or
- (b) overflow or leakage of water (including rainwater) or from any sprinkler or from any connection of or to any appliance using water, gas, electricity, sewerage, drainage or other facilities of the Premises, whether originating inside or outside the Premises,

caused or contributed to by the use of the Premises by the Lessee or the act, omission or default of the Lessee or the Lessee's employees and visitors.

10.4.2 The Lessor is not entitled to the indemnity in Clause 10.4.1 when the loss, damage or injury is caused by the Lessor's negligence or willful acts or the negligent or willful acts of its agents and servants.

10.4.3 The Lessee indemnifies the Lessor against all claims, costs and expenses for which the Lessor is or may be liable arising from the negligent or careless use or abuse of the water, gas, electricity, sewerage, drainage or other facilities of the Premises by the Lessee or the Lessee's employees and visitors.

10.5 LESSOR'S RIGHT TO REIMBURSEMENT

The Lessee will repay to or reimburse the Lessor upon demand an amount equivalent to any moneys paid by the Lessor to discharge any liability imposed on the Lessee under or by virtue of this Lease notwithstanding that any statute, ordinance, proclamation, order, regulation or moratorium present or future directly or indirectly imposes such liability upon the Lessor.

DIVISION 11 INSURANCES

11.1 BUILDING INSURANCE

The Lessee will keep current in the joint names of the Lessor and the Lessee during the Term insurance of the Buildings against loss, damage or destruction from all insurable risks reasonably required by the parties including but not limited to loss, damage or destruction by fire, lightning, storm and tempest for its reinstatement cost.

11.2 PUBLIC RISK

The Lessee will keep current in the joint names of the Lessor and the Lessee a public risk insurance policy for not less than \$20,000,000 or for such higher amount as the Lessor reasonably requires.

11.3 WORKERS COMPENSATION

The Lessee will comply with all statutory requirements in relation to workers' compensation insurance.

11.4 CONTENTS

The Lessee will keep current in the joint names of the Lessor and Lessee a contents insurance policy (or the equivalent) to cover the Contents in respect of any loss, destruction or damage to the Contents for their full insurable value. The sum which shall be recovered or received shall be paid out in replacing or re-instating the Contents or making good the damage and such replacing or re-instating or making good shall be carried out by the Lessee to the reasonable satisfaction of the Lessor and in case the money received in respect of such insurance shall be insufficient for that purpose the Lessee shall make good the difference out of its own moneys.

11.5 REPUTABLE INSURER

All insurances required to be effected and maintained by the Lessee under this Lease are to be effected with a reputable and financially sound insurer.

11.6 PRODUCTION OF POLICIES

The Lessee upon issue or renewal will if requested by the Lessor promptly produce to the Lessor a copy of any insurance policy or other evidence of Cover which the Lessee is required under this Lease to effect together with the receipt for the last premium paid or a certificate of currency in relation to such policy.

11.7 CONDUCT VOIDING INSURANCES



The Lessee will not do or omit anything nor allow the Lessee's patrons, employees and visitors to do or omit anything which would make any insurance taken out by the Lessor or the Lessee void or voidable.

11.8 REGULATIONS AND AUTHORITIES

The Lessee covenants that in relation to the insurance referred to in Clause 11.1 it will at all times and in all respects comply with the requirements of the Insurance Council of Australia, local council and any orders issued by any of the same or any authority which may take over the functions of them as well as with the requirements of any Statute or the requirements of any authority or any notice issued by any authority.

DIVISION 12 ASSIGNMENT, SHARES DEALING, SUB-LETTING MORTGAGING

12.1 RESTRICTION ON ASSIGNMENT AND SUB-LETTING

12.1.1 The Lessee will not assign this Lease.

12.1.2 Any assignment will not breach Clause 12.1.1 if:-

- (a) the Lessee is either not in breach of this Lease or any breach has been waived or remedied;
- (b) the Lessee gives two Month's prior notice; and
- (c) the Lessee complies with Clause 12.1.3 or Clause 12.1.4.

12.1.3 Before any assignment or declaration of trust, the Lessee will:-

- (a) demonstrate to the Lessor's reasonable satisfaction that the assignee or beneficiary of a declaration ("Assignee") is respectable, responsible and solvent and capable of adequately carrying out the Permitted Use and otherwise complying with the Lease and the Deed of Gift.
- (b) procure that the Assignee enters into a deed with the Lessor in a form reasonably required by the Lessor to observe and perform the covenants of the Lessee in this Lease;
- (c) comply and procure that the Assignee complies with the Lessor's reasonable requirements in relation to documenting, stamping and registering the transaction; and
- (d) pay the Lessor's reasonable costs in connection with the proposed transaction;
- (e) (if the Premises are licensed under the Liquor Act) demonstrate to the Lessor's reasonable satisfaction that the Assignee and all persons who

would have a relevant financial interest in the liquor licence if the assignment is effected are approved by the licensing authorities as persons who are fit and proper to have such an interest; and if the License is to be transferred to the New Lessee or its nominee that the Licensing Court of New South Wales has approved the transfer.

12.1.4 The Lessee will not mortgage, charge or otherwise encumber this Lease without the prior written consent of the Lessor.

12.2 RESTRICTIONS ON SHARE DEALINGS

12.2.1 If the Lessee is a corporation (other than a corporation whose shares are listed on an Australian Stock Exchange) then, unless the Lessee first complies with Clause 12.2.2, the Lessee will not:

- (a) register, record or enter in its books any transfer of any share in the capital of the Lessee;
- (b) change the beneficial interest in any such share;
- (c) issue any new shares; or
- (d) take any other action;

which would have the effect that the shareholders of the Lessee would, after such action, beneficially hold or control less than 51 per cent of the voting rights or of the income or capital participation rights in the Lessee or less than 51 per cent of the voting rights at a meeting of directors of the Lessee.

12.2.2 The requirements referred to in Clause 12.2.1 are that the Lessee:

- (a) gives to the Lessor not less than two Month's written notice of its intention;
- (b) is not in default under this Lease unless such default has been waived or remedied;
- (c) obtains the Lessor's consent to the action proposed, which the Lessor will not unreasonably withhold if the Lessee
 - (i) proves to the Lessor's satisfaction that the Persons to whom the Lessee proposes to transfer or issue such shares or in whom the Lessee propose to vest such other rights ("Proposed Transferees") are each respectable, responsible and solvent; and
 - (ii) ensures that the Proposed Transferees provide to the Lessor such guarantees of the Lessee's obligations under this Lease as the Lessor requires; and
- (d) pays the reasonable legal and other expenses incurred by the Lessor in connection with the Lessee's application for consent.

12.3 LICENCES

12.3.1 The Lessee shall be entitled during the term to:

- (i) grant licences for the purpose of facilitating or enabling the Permitted Use and the employment by the Lessee, during appropriate and reasonable absences by the Lessee, of a suitable caretaker; and
- (ii) collect any fees for the Licences as and when they fall due for payment during the term of this Lease

12.3.2 The Lessee must:

- (i) obtain the Lessor's approval (which shall not be unreasonably withheld) to any Licence whose term will exceed six months; and
- (ii) keep a record of all fees collected and, if required by the Lessor, make those records available to the Lessor.

DIVISION 13 LESSOR'S COVENANTS

13.1 QUIET ENJOYMENT

For so long as the Lessee pays the Rent and other monies payable under this Lease when due and performs the Lessee's obligations under this Lease, the Lessee can occupy the Premises without interruption or disturbance from the Lessor.

13.2 REGISTRATION OF LEASE

The Lessor will, subject to the Lessee complying with Clause 5.1, register the Lease.

13.3 CONSENT

Unless otherwise specifically stated, in any circumstances where the consent of the Lessor is required such consent shall not be unreasonably or arbitrarily withheld.

DIVISION 14 LESSEE'S DEFAULT

14.1 LESSOR CAN REMEDY DEFAULTS

If the Lessee fails to pay any monies required to be paid under this Lease to any Person other than the Lessor or fails to perform the Lessee's obligations under this Lease, the Lessor can, as the Lessee's agent, make such payment or perform such obligation. The Lessor and its servants and agents may enter the Premises and remain there for the purpose of rectifying any default of the Lessee. The Lessee will pay on demand all costs, outlays and expenses incurred by the Lessor in rectifying any default of the Lessee.

14.2 RE-ENTRY ON DEFAULT AND FORFEITURE

The Lessee will be in default under this Lease and the Lessor can re-enter the Premises and terminate this Lease if:

14.2.1 the Lessee has failed to rectify any default notified to the Lessee by the Lessor in writing to be rectified within the period stated in such notice; or

14.2.2 an Insolvency Event occurs in respect of the Lessee,

THEN subject to clauses 14.3 and 14.6 the provisions of Clause 14.4 shall apply.

14.3 OPPORTUNITY TO RECTIFY

Notwithstanding any other provision of this Lease, the Lessor will not re-enter upon the Premises or determine or forfeit or require a surrender of this Lease unless the Lessor shall first give to the Lessee written notice of the breach, default or non-observance on which the Lessor relies in seeking to re-enter, determine or forfeit the Lease AND

14.3.1 in the case of a breach, default or non-observance remediable by payment of money, if the Lessee pays to the Lessor within thirty (30) days of service of such notice all moneys necessary to remedy such breach, default or non-observance;

14.3.2 in the case of a breach, default or non-observance remediable by means other than the payment of money, if the Lessee within thirty (30) days of the service of such notice undertakes in writing to the Lessor to remedy the breach, default or non-observance and so remedies the same within a reasonable time allowed by the Lessor having regard to the nature and extent thereof; or

14.3.3 in the case of a breach, default or non-observance which cannot be remedied, if the Lessee within thirty (30) days of the service of such notice pays to the Lessor compensation specified by the Lessor as being to the reasonable satisfaction of the Lessor in respect of such breach, default or non-observance.

the Lessor shall not be entitled to rely upon the breach, default or non-observance set out in the notice to the Lessee as a reason for re-entry, determination or forfeiture and the same shall be absolutely waived by the Lessor and this Lease shall continue in full force and effect as if no such breach, default or non-observance had occurred.

14.4 REPUDIATION AND TERMINATION

Should the Lessee fail to rectify a default as required by Clause 14.2.1 or an Insolvency Event occurs as stated in Clause 14.2.2, but subject to Clause 14.3 the Lessor may at any time after expiration of the period of thirty (30) days commencing on the date of service of a notice on the Lessee specifying the default and during which period that default is not remedied to the reasonable satisfaction of the Lessor, in its absolute discretion:

14.4.1 treat such event as a repudiation of this Lease; and/or

14.4.2 terminate this Lease without further notice to the Lessee; and/or

14.4.3 take such other action and pursue such other remedies as the Lessor may in its discretion see fit.

14.5 LESSOR AS LESSEE'S ATTORNEY

14.5.1 The Lessee irrevocably appoints the Lessor as the Lessee's attorney to do any of the following in the Lessee's name after the Lessor has vacated the Premises, the lease has been terminated or surrendered:

- (a) enter the Premises and exercise all of the Lessee's rights in relation to the Premises including delivering possession of the Premises to the Lessor; and
- (b) sign and register any surrender of this Lease.

14.5.2 Before exercising any of its powers under Clause 14.5.1 the Lessor will give the Lessee 7 days' written notice.

14.5.3 A statutory declaration by the Lessor or its authorised Representative will be sufficient proof that the conditions precedent to the exercise of the Lessor's powers under this Clause have been satisfied. The Registrar General is authorised to accept and to act on such statutory declaration as sufficient evidence of the Lessor's powers under this Clause 14.5.

14.6 FORCE MAJEURE

The Lessee shall not be in default to the extent that it was unable to perform an obligation due to outbreak of war, civil strife, earthquake, aircraft damage, fire, cyclone or other act of God, or industrial strike or any other material event clearly outside the control of a party.

14.7 REMOVAL OF LESSEE'S PLANT

On lawfully re-entering the Premises the Lessor is entitled to remove and sell or otherwise dispose of the Lessee's Plant (including by sale) and to retain the proceeds of sale to apply to Rent and any other monies owing (or which becomes owing) under this Lease. The Lessee agrees that the Lessor in so doing will not be liable for trespass, conversion or otherwise and indemnifies the Lessor accordingly.

14.8 ESSENTIAL TERMS AND DAMAGES

14.8.1 The following are essential terms of this Lease:-

- (a) Clause 3.1;
- (b) Clause 3.4.5;

- (c) Clause 10.4;
- (d) Division 11;
- (e) Clauses 12.1 and 12.2; and
- (f) Division 14

14.8.2 The Lessee will compensate the Lessor for any loss or damage suffered by the Lessor because of the Lessee's breach of an essential term of this Lease.

14.8.3 The Lessor can recover damages from the Lessee for any loss or damage suffered by the Lessor because of the repudiation or breach of this Lease during the entire Term, including both before and after any of the following:

- (a) the Lessee vacating the Premises;
- (b) the Lessor re-entering the Premises or terminating this Lease;
- (c) the Lessor accepting the Lessee's repudiation of this Lease; or
- (d) this Lease being surrendered by operation of law because of the Lessee's and the Lessor's conduct.

14.8.4 Nothing in this clause, ie: 14.8, releases the Lessor from any obligation it may have to mitigate its loss arising from the repudiation or breach of this Lease by the Lessee.

DIVISION 15 GENERAL

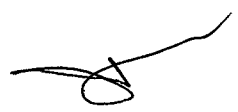
15.1 NOTICES

15.1.1 Any notice to be given by a party under this Lease shall be valid if it is:

- (i) made in writing; and
- (ii) signed by either:
 - (a) that party;
 - (b) an attorney or solicitor of that party; or
 - (c) any person nominated by that party in notice previously sent to the other party.

15.1.2 Any notice or document to be given under this Lease can be given:

- (a) in any manner authorised by Section 170 of the Conveyancing Act, 1919;
- (b) by being left at or sent by certified post to:
 - (i) an address shown in this Lease;



- (ii) in the case of a corporation, at its registered office;
 - (iii) in the case of the Lessee at the Premises; or
- (c) by facsimile or email transmission but solely to a facsimile number or email address which the party receiving the transmission has notified to the party sending the transmission as a facsimile number or email address to which notices may be transmitted.

15.1.3 A notice or document will be regarded as being received:

- (a) in the case of posting, two Business Days after it is placed in the post; or
- (b) in the case of facsimile transmission, when the whole notice or document has been transmitted from the sending machine and a transmission report has been produced by the sending machine unless the transmission is not received before 17.00 hours (recipients time) on a normal business day, in which case services will be deemed to be effected at 9.00 hours on the next business day.

15.2 MINIMISE DISRUPTION

In exercising the Lessor's rights to enter the Premises or to do works:

- 15.2.1 the Lessor and the Lessor's Inspector, employees, agents and contractors will be entitled to enter the Premises; and
- 15.2.2 the Lessor will use all reasonable endeavours to ensure that as little disruption as is practical is caused to the Lessee's use of the Premises.

15.3 WITHOUT PREJUDICE

- 15.3.1 No waiver by either the Lessor or the Lessee of any right under this Lease will be a waiver of any other right.
- 15.3.2 No action taken by either the Lessor or the Lessee under this Lease will limit their other rights and remedies.
- 15.3.3 Termination of this Lease will not affect the rights of either the Lessor or the Lessee accrued before termination.

15.4 INCONSISTENCY

To the extent that any of the provisions of this Lease are inconsistent with the Deed of Gift and/or the Conservation Plan and/or the Contents Maintenance and Use Plan and/or the Conservation and Management Plan for the Garden - 1994 then, in order of priority, the provisions of:

- (a) The Deed of Gift;



- (b) The Conservation Plan;
- (c) The Contents Maintenance and Use Plan; and
- (d) The Conservation and Management Plan for the Garden - 1994,

shall prevail.

15.5 GOVERNING LAW AND JURISDICTION

The Lease is governed by the laws of New South Wales and the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

15.6 GOODS AND SERVICES TAX

- 15.6.1 All amounts, including rent and other payments or charges expressed or determined to be payable by the Lessee under this Lease, have been set or determined without regard to the impact of the GST.
- 15.6.2 If the whole or any part of a Payment by a party is the consideration for a taxable supply, the GST amount payable in respect of that Payment must be paid as an additional amount at the same time and in the same manner as the Payment is otherwise payable or as otherwise agreed in writing.
- 15.6.3 If this Lease requires a party to pay for, reimburse or contribute to any expense or liability incurred by the other party ("payee") under this Lease to a third party, the amount to be paid, reimbursed or contributed shall be reduced by the amount of any input tax credit to which the payee is entitled in respect of the expense or liability incurred, or, if the amount to be paid, reimbursed or contributed under this clause is a proportion of such expense or liability, such amount shall be reduced by a proportion of the input tax credit that is the same proportion that the amount to be reimbursed bears to the amount of the expense or liability.
- 15.6.4 The Lessor or Lessee must issue to the other party (as the case may be) a tax invoice, which complies with the GST Law in the same calendar month in which a payment of a GST amount by the other party is due.
- 15.6.5 In this clause 15.6:
 - (a) where not otherwise defined, the words used in this clause, including "consideration", "input tax credit", "GST", "GST exclusive market value", "GST Law", "supply", "taxable supply" and "tax invoice" have the same meaning as those terms are defined in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) as amended and any regulation made under that Act: and
 - (b) "Payment" means:

- (i) the amount of any monetary consideration (other than a GST amount payable under clause 15.6.2); and
- (ii) the GST exclusive market value of any non-monetary consideration paid or provided by one party to another for any supply made under or in connection with this Lease and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

DIVISION 16 SPECIAL PROVISIONS

16.1 PUBLIC ACCESS

16.1.1 The Lessee must open the Premises to the public on at least twelve (12) days in every calendar year between the hours of 9:00am and 4:00pm or such other hours as the Lessor shall approve. Days of access shall be notified to the Lessor in advance and advertised generally or on the Premises so that members of the public who may be interested in inspecting the Premises have a reasonable opportunity to know the Premises are now open to the public and the days and times of access.

16.1.2 The Lessee must:

- (i) comply with the conditions of any authority or contained in any approval for allowing public access to the Premises; and
- (ii) provide a safe means of access to and egress from the Premises for the public.

16.1.3 The Lessee shall have the right to charge a reasonable admission fee for allowing public access. The Lessee shall not charge any admission fee without the approval of the Lessor which approval shall not be unreasonably withheld.

DIVISION 17 DISPUTE RESOLUTION

17.1 NOTIFICATION OF DISPUTE

A party who claims that a dispute has arisen shall give the other party notice which specifies the nature of the dispute.

17.2 NEGOTIATION OF DISPUTE

On receipt of such notice the parties shall within 21 days seek to resolve the dispute.

17.3 ARBITRATION

17.3.1 If the parties do not resolve the dispute within 21 days or such further period upon which they may agree then the dispute shall be referred to arbitration.

17.3.2 Such arbitration shall be conducted by the Centre in accordance with:



- (i) any applicable legislation; and
- (ii) any general rules which the Centre may from time to time issue, adopt or apply for the purpose of conducting commercial arbitrations.

17.4 COURT PROCEEDINGS

The arbitrator's decision shall be a full and final determination of the matter.

17.5 APPLICATION OF CLAUSE

This clause 17 shall not either:

- (i) merge upon either the expiration or earlier termination of this Lease; or
- (ii) apply to any breach of clauses 3.1.1, 3.4.1, 3.4.5 and 3.5.



WE hereby certify this dealing correct for the purposes of the Real Property Act, 1900.

THE SEAL OF MINISTER ADMINISTERING)
THE HERITAGE ACT 1977 was hereunto)
affixed by the Minister or a person authorised)
by the Minister who attests by his or her)
signature the fact and date of that affixing)



[Handwritten signature]

Signature of Witness

[Handwritten signature]

Signature of Minister or authorised person

KATE MACKANESS

Full Name of Witness

Level 34, GMT, Sydney, NSW.

Address of Witness

SIGNED SEALED and DELIVERED)
by the said DAMIEN MICHAEL)
MILLER in the presence of:)

[Handwritten signature]

Signature of Witness

[Handwritten signature]

PAUL O'BRIEN

Full Name of Witness

45 Phillip st Sydney NSW
2000

Address of Witness

[Handwritten signature]