

Form: 07L  
Licence: 03-09-102  
Licensee: Minter Ellison

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased  
Part folio identifier 1/1189406, being [insert name of Private Patient Portion buildings], being at [insert street address of buildings on Private Patient Portion]

(B) LODGED BY

Document  
Collection  
Box

599D

Name, Address or DX, Telephone, and Customer Account Number, if any  
**MINTER ELLISON** Customer Account Number: 123438 S  
88 Phillip Street, SYDNEY  
Telephone (02) 9921 8888

Reference: REM:VXB 20-7737061

CODE

L

(C) LESSOR

**HEALTH ADMINISTRATION CORPORATION ABN 45 100 538 161**

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

(D)

Encumbrances (if applicable): .....

(E) LESSEE

[ ]

(F)

**TENANCY:**

- (G) 1. **TERM:** 20 years  
2. **COMMENCING DATE:**  
3. **TERMINATING DATE:**  
4. With an **OPTION TO RENEW** for a period of N.A.  
set out in clause N.A. of N.A.  
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.  
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.  
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.  
8. Incorporates the provisions set out in N.A. with the Land and Property  
Management Authority as No(s). N.A.  
9. The **RENT** is set out in N.A. No. N.A. of N.A.

DATE: \_\_\_\_\_

(H) I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence. [See note\*\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

-----  
Signature of witness

-----  
Signature of authorised officer

-----  
Name of witness

-----  
Authorised officer's name  
As delegate of the HEALTH ADMINISTRATION CORPORATION pursuant to section 21(1) of the Health Administration Act, 1982 and I hereby certify that I have no notice of the revocation of such delegation.

-----  
Address of witness

-----  
Authority of officer  
HEALTH ADMINISTRATION CORPORATION  
Signing on behalf of

**Note: where applicable, the lessor must complete the statutory declaration below.**

(I) **STATUTORY DECLARATION** \*

I solemnly and sincerely declare that-

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

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

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_  
in the presence of \_\_\_\_\_ of \_\_\_\_\_

Justice of the peace  Practising Solicitor  Other qualified witness (specify)

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

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

Signature of witness:

Signature of lessor:

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

# Annexure A | Site Lease

## Northern Beaches Hospital

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# Information table

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## Date

## Parties

Name **Health Administration Corporation (ABN 45 100 538 161)**  
a corporation sole constituted under section 9 of the *Health Administration Act 1982* (NSW)

Short form name **Landlord**

Notice details **[insert details]**  
Facsimile: **[insert details]**  
Attention: **[insert details]**

Name **[insert name]**

ABN **[insert details]**

Short form name **Tenant**

Notice details **[insert details]**  
Facsimile: **[insert details]**  
Attention: **[insert]**

## Items

**Item 1** **The Premises**  
Part folio identifier 1/1189406, being **[insert name of Private Patient Portion buildings]**, being at **[insert street address of buildings on Private Patient Portion]**

**Item 2** **The Lease Term**  
20 years

**Item 3** **Commencement Date**

**Item 4**

**Item 5** **Rent**  
Not applicable

**Item 6**

**Item 7** **Permitted Use**  
The carrying out of the Project in accordance with the Project Deed

# Background

- A The Landlord and the Tenant have entered into the Project Deed for the finance, design, construction, commissioning, repair, maintenance and refurbishment of the Facility constructed on the Site and to provide other services.
- B The Landlord agrees to grant and the Tenant agrees to take a lease of the Premises on the terms in this Lease.

# Agreed terms

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## 1. Defined terms & interpretation

### 1.1 Defined terms

In this Lease unless otherwise indicated by the context or subject matter or unless otherwise defined in this Lease, capitalised terms have the meaning given to them in the Project Deed and:

**Claim** includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action and claim for compensation.

**Commencement Date** means the date on which this Lease commences set out in Item 3.

**Item** means the relevant item number in the Information Table to this Lease.

**Landlord** means the Landlord named in this Lease and the person for the time being entitled to the Lease reversion when the Lease ends and where the context permits, includes a servant, agent or employee of the Landlord.

**Lease Term** means the term of this Lease set out in Item 2 commencing from and including the Commencement Date.

**Licensed Areas** means that part of folio identifier 1/1189406, excluding the Premises.

**Party** means a party to this Lease.

**Permitted Use** means the permitted use of the Premises set out in Item 7.

**Premises** means the buildings described in Item 1.

**Private Patient Portion** has the meaning given to that term in the Project Deed.

**Project Deed** means the document entitled '*Project Deed – Northern Beaches Hospital*' entered into between, among others, the Landlord and the Tenant dated [ ] for the finance, design, construction, commissioning, repair, maintenance and refurbishment of the Facility constructed on the Site and to provide other services.

**Rent** means the rent set out in Item 5 of the Information Table.

**Tenant** means the tenant named in this Lease and includes its successors and permitted assigns, and where the context permits, includes a servant, agent or employee of the Tenant.

**this Lease** or **the Lease** means this lease and includes all schedules, parts, appendices, annexures and exhibits to it.

### 1.2 Interpretation

In this Lease headings are inserted for convenience of reference only and will be ignored in construing this Lease, and unless the context otherwise requires:

- (a) words importing the singular number include the plural and vice versa, a gender includes both genders and words importing persons include partnerships, trusts, corporations, joint ventures, unincorporated associations, unincorporated or statutory bodies, other entities and governmental agencies;
- (b) references to clauses and annexures are references to clauses of, and annexures to, this Lease, references to paragraphs and sub-paragraphs are references to paragraphs and sub-

paragraphs (respectively) within the clause of this Lease in which they are situated, in each case unless expressly stated otherwise;

- (c) a reference in an annexure to a clause 'in the Agreement' or 'in this Lease' is a reference to the relevant one of clauses of this Lease;
- (d) references to any legislation or to any section or provision of any legislation include any modification or re-enactment of, or any legislative provision substituted for, and all legislation, regulations and statutory instruments under, such legislation;
- (e) references to any agreement or document (including this Lease) are to the agreement or document as amended, novated, supplemented or replaced from time to time, except to the extent prohibited by this Lease or that other agreement or document;
- (f) references to writing include a facsimile transmission and any means of representing or reproducing words, figures, drawings or symbols in a tangible and permanently visible form;
- (g) references to conduct include an omission, statement or undertaking, whether or not in writing;
- (h) references to an authority, institute, association, instrumentality, governmental agency, statutory body or body politic (each a person) are:
  - (i) if that person is reconstituted, renamed or replaced, deemed to refer to that person as reconstituted, renamed or replaced;
  - (ii) if the powers or functions of that person are transferred to, or assumed by, another person, deemed to refer to that other person; or
  - (iii) if that person ceases to exist, deemed to refer to the person which substantially serves the same purposes or object of that person who has ceased to exist;
- (i) references to an act of parliament will include any regulations, rules, by-laws and orders made under that act;
- (j) references to any party to this Lease or any other document include its successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (k) references to 'includes', 'include' and 'including' are to be read as if followed by '(without limitation)';
- (l) references to months are references to calendar months;
- (m) where a word or phrase is defined, any other capitalised grammatical form of that word or phrase has a corresponding meaning;
- (n) references to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (o) references to an asset include any real or personal, present or future, tangible or intangible, property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived, from the property or asset;
- (p) references to an amount for which a person is contingently liable include an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises;

- (q) nothing in this Lease is to be interpreted against a party solely on the ground that the party put forward this Lease or any part of it;
- (r) where an obligation or Liability is imposed on the Tenant under this Lease, that obligation or Liability is not to be limited or affected by an obligation or Liability imposed in another provision of this Lease, unless expressly stated;
- (s) where a right or remedy is conferred on the Landlord under this Lease, that right or remedy is in addition to, and not in substitution of or to be limited or affected by, a right or remedy conferred on the Landlord in another provision of this Lease or otherwise at Law, unless expressly stated;
- (t) the term 'may' when used in the context of a right or remedy exercisable by the Landlord or a delegate of the Landlord means that the Landlord or its delegate can exercise that right or remedy in its sole and absolute discretion and the Landlord or its delegate has no obligation to the Tenant to do so unless expressly stated;
- (u) where this Lease provides that 'the Tenant is not entitled to Claim' or 'the Tenant has no Claim' or similar words are used, the Tenant will be deemed to have released and forever discharged the Landlord from all Claims which it has or at any time might have or, but for the release, might have had in connection with the relevant subject matter, and the Landlord will have no Liability whatsoever in connection with the relevant subject matter;
- (v) the Landlord and the Tenant agree that:
  - (i) the terms contained in the Project Deed and this Lease constitute the whole of the agreement in respect of the Premises between the Landlord and the Tenant and, subject to the terms of the Project Deed and this Lease, all previous negotiations and agreements are negated;
  - (ii) subject to the terms of the Project Deed and this Lease, no further terms are to be implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of the Project Deed and this Lease, and any implication or collateral or other agreement is excluded and negated;
  - (iii) subject to the Project Deed, no information, representation or warranty by the Landlord was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease;
  - (iv) subject to the Project Deed, no information, representation or warranty (expressly or implied) has been relied on or will be relied on by the Tenant in entering into and performing its obligations pursuant to this Lease; and
  - (v) all representations and warranties (express or implied) as to matters relating to this Lease or the Premises are to the extent permitted by Law expressly negated unless, and then only to the extent that, such matters are the subject of the express terms of the Project Deed;
- (w) this Lease is governed by and construed according to the Laws of New South Wales. The parties irrevocably submit to the non exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them;
- (x) where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Lease be the next Business Day;

- (y) each provision of this Lease continues to have full force and effect until it is satisfied or completed; and
- (z) this Lease means the lease granted under clause 2 of this Lease and includes any renewal of it, holding over or under it or any equitable lease or lease at law evidenced by the terms of this Lease, and irrespective of the Lease not being effective as a Lease or not being registered.

### **1.3 Exclusion of statutory provisions**

- (a) The covenants, obligations and powers implied in leases by sections 84, 84A, 85, 86, 122, 130, 133B and Column 1 of Part 2 of Schedule 4 of the *Conveyancing Act 1919* (NSW) do not apply to and are not implied in this Lease unless expressly included.
- (b) Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to any claims by the Landlord against the Tenant.
- (c) So far as it is possible to do so, the application of any moratorium or Law affecting the operation of this Lease, or any rights of the Landlord, is excluded.

### **1.4 Moratorium**

To the extent permitted by Law, the application to this Lease or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Lease Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any party is excluded and negated.

### **1.5 Order of precedence**

To the extent that this Lease expressly requires the Tenant to comply with the Project Deed, if there is any ambiguity, discrepancy or inconsistency between any provisions of this Lease and the Project Deed, the terms of the Project Deed shall prevail.

## **2. Lease of Premises**

### **2.1 Lease of Premises for Lease Term**

- (a) The Landlord leases the Premises to the Tenant for the Lease Term subject to the terms and conditions of the Project Deed and this Lease.
- (b) Pursuant to and subject to the terms of the Project Deed, the Landlord grants the Tenant a non-exclusive licence for no consideration to use the Licensed Areas for the Lease Term.

### **2.2 Landlord reservations**

Subject to the terms of the Project Deed, the Landlord reserves to itself and the Landlord's servants, agents and contractors the right to create any registered or unregistered easement or other right through or around the Premises.

### **2.3 Landlord's access rights**

- (a) The Landlord and the Tenant acknowledge and agree to give the rights of access to the Premises which the Landlord reserves to itself under the Project Deed.
- (b) Subject to the Project Deed, the Tenant acknowledges and agrees that the exercise by the Landlord of the rights of access to the Premises under the Project Deed:
  - (i) will not give rise to any right to the Tenant to terminate this Lease or make any Claim against the Landlord; and
  - (ii) will not release the Tenant from its obligations pursuant to this Lease.

### 3. Rent

If demanded, the Tenant must pay the Rent in advance to the Landlord on each anniversary of the Commencement Date.

### 4. Goods and services tax

Clause 97.2 of the Project Deed applies to this document as if set out in this document.

### 5. Use of Premises

The Tenant must not use the Premises or the Licensed Areas for any purpose other than the Permitted Use.

### 6. Sublease and other dealings

- (a) The Landlord and the Tenant agree that the Tenant has no right to deal with all or any part of its interest in this Lease or the Premises (including by way of assignment, sub-lease, licence, trust or the grant of any Security Interest) except to the extent allowed under the Project Deed.
- (b) The Tenant may sublease the areas identified as the Designated Commercial Areas (as defined in the Project Deed) for the Associated Commercial Facilities in accordance with the terms of the Project Deed.

### 7. Landlord's covenant

If the Tenant pays the Rent and observes and performs in a timely fashion its obligations under this Lease and the Project Deed, the Tenant may occupy and enjoy the Premises during the Lease Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in the Project Deed and this Lease.

### 8. Easements

Subject to the terms of the Project Deed, the Landlord may grant rights of support and easements, dedicate land and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any governmental agency or Utility provider as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Premises; or
- (b) support of structures erected on adjoining land; or
- (c) the provision of services.

The Landlord must not exercise its rights under this clause to derogate from the enjoyment of the rights of the Tenant under this Lease.

### 9. Maintenance of Premises and Facility

- (a) The Tenant must maintain the Premises and Facility in accordance with its obligations under the Project Deed and the other Project Documents.
- (b) Unless specified otherwise in the Project Deed, the Landlord has no obligation to repair or maintain the Premises or the Facility.

## 10. Project Deed

The Tenant must, at all times during the Lease Term, comply with its obligations and liabilities as Operator under the Project Deed.

## 11. Termination of Lease

- (a) Save for the rights expressly stated in this clause 11, to the extent permitted by law, neither party shall have any right to terminate this Lease.
- (b) Subject to any earlier determination in accordance with clause 11(c), this Lease shall terminate at 11.59pm on the last day of the Lease Term and neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Project Deed.
- (c) If the Project Deed is ended for any reason this Lease will end on the same day as the Project Deed ends and neither party will have any Claim against the other arising out of or in respect of such termination other than any Claim that that party may have in accordance with the Project Deed.
- (d) This Lease may not be terminated by the Landlord or the Tenant whether for breach or otherwise unless the Project Deed is also terminated concurrently.

## 12. Costs and expenses

Subject to clause 98.4 of the Project Deed, the Tenant will, upon demand, pay to the Landlord, and keep the Landlord indemnified against, its costs, expenses, duties and fees of or incidental to:

- (a) any consent, deed, agreement, approval or waiver obtained from the Landlord under or in relation to this Lease and any sublease, or any amendment to the Lease and any sublease made to which the Landlord is a party at the request of the Tenant;
- (b) the taking of enforcement action by the Landlord pursuant to the Lease or any sublease, including the fees of all professional consultants properly incurred by the Landlord (including legal costs on a full indemnity basis); and
- (c) obtaining reports from any consultant engaged by the Landlord in respect of any circumstance described in paragraphs (a) and (b) above.

## 13. Amendment

No amendment or variation of this Lease is valid or binding on a party unless made in writing and executed by both parties.

## 14. No waiver

No failure to exercise and no delay in exercising, on the part of the Landlord, any right or remedy under this Lease or any sublease will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

# Signing page

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**EXECUTED** as an agreement.

*[Execution clauses to be inserted]*