

## Memorandum

To John Camarda – Contract Manager, Chesterton Portfolio, RailCorp

From Quyen Tu, Lawyer - Property

Date 13 January 2013

Subject Rail Corporation New South Wales (**RailCorp**) Lease to City Extra Pty Limited (**Lessee**)  
Shop W5, Concourse Level, Circular Quay (**Premises**)

Ref FL2013/319 (LEX 7913)

256224

No history in adept.

Dear John

The following documents have been executed by RailCorp, the Lessee, and where applicable the Lender and Guarantor:

1. Lease; and
2. Deed of Consent Mortgage of Lease and Security (**Deed**).

Please find **attached** RailCorp's counterpart registered Lease A1239477 and Deed.

Could you please:

- (a) liaise with Chesterton to obtain the ADEPT number;
- (b) arrange for the attached documents to be provided to Keith Dunbar, Land Titles Manager, LIU; and
- (c) send Sydney Trains Legal (Attention: Alison Smith) a scanned copy of the Lease and Deed.

Kind regards



**Quyen Tu**  
Lawyer, Property

Form: 07L  
Licence: 01-05-028  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Salvos Legal

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

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

AI239477

**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  
2/787935 PART BEING Shop W5, Concourse Level, Circular Quay Railway Station, Sydney

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference: MK/AM/11481	L

**(C) LESSOR**

RAIL CORPORATION NEW SOUTH WALES ABN 59 325 778 353

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

CITY EXTRA PTY LIMITED ACN 003 026 588

**(F)**

**TENANCY:**

**(G)**

- TERM:** Ten (10) Years
- COMMENCING DATE:** 1 June 2013
- TERMINATING DATE:** 31 May 2023
- With an **OPTION TO RENEW** for a period of N/A
- With an **OPTION TO PURCHASE** set out in clause N/A of N/A
- Together with and reserving the **RIGHTS** set out in clause N/A of N/A
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- Incorporates the provisions set out in **MEMORANDUM** filed pursuant to section 80A Real Property Act 1900 as No. AF799524
- The **RENT** is set out in item No 9 of Reference Schedule, Annexure A

*A. Glavinis*  
Sylvia

*Jeanne Villain*  
*g. Hyder*  
*Juan Wells*

DATE: 24 October 2013

(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:  
Address of witness:

Authorised officer's name: Refer to Annexure A for execution

Authority of officer:  
Signing on behalf of: Rail Corporation New South Wales

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

Corporation: City Extra Pty Limited ACN 003 026 588  
Authority: section 127 of the Corporations Act 2001  
Signature of authorised person:

Signature of authorised person:

Name of authorised person: Refer to Annexure A for execution  
Office held: Director

Name of authorised person: Refer to Annexure A for execution  
Office held: Director

(I) STATUTORY DECLARATION\*

I solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. has ended;
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

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 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 the identification document and the document I relied on was

Signature of witness: Signature of

*A. Glavin*  
*Pik*

*Jeanne Villani*  
*Jane Bell*

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

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

**THIS IS ANNEXURE A REFERRED TO IN THE LEASE BETWEEN RAIL CORPORATION NEW SOUTH WALES ABN 59 325 778 353, AS LESSOR AND CITY EXTRA PTY LIMITED ACN 003 026 588 AS TRUSTEE FOR THE CITY EXTRA (PARRAMATTA) UNIT TRUST, AS LESSEE AND STEVEN JOHN DUFF, JEANNE LILIAN VILLANI AND DENNIS GEORGE HIGLETT, AS GUARANTOR DATED**

**SCHEDULE 1**

**REFERENCE SCHEDULE**

**Item 1 Date of Lease**

24 October 2013

**Item 2 Land (Clauses 1.1)**

The land comprised in folio identifier 2/787935

**Item 3 Lessor (Clauses 1.1)**

- (a) Name Rail Corporation New South Wales of Level 20, 477 Pitt Street, Sydney NSW 2000, being a New South Wales Government agency constituted by the *Transport Administration Act 1988 (NSW)* as amended from time to time
- (b) ABN: 59 325 778 353
- (c) Notice Address: Level 21, 477 Pitt Street, Sydney NSW 2000
- (d) Facsimile: (02) 8922 4855
- (e) Attention: General Manager, Property

**Item 4 Lessee (Clauses 1.1)**

- (a) Name: City Extra Pty Limited as Trustee for the City Extra (Parramatta) Unit Trust
- (b) ACN: 003 026 588
- (c) Address: 90 Cabbage Tree Road, Bayview, NSW 2104

**Item 5 Guarantor (Clauses 1.1 and 16)**

Steven John Duff of 8 Hope Street, Pymble, NSW 2073  
Jeanne Lilian Villani of 90 Cabbage Tree Road, Bayview, NSW 2104  
Dennis George Higlett of Unit 3, 66 Kurraba Road, Neutral Bay, NSW 2089

**Item 6 Premises (Clauses 1.1, 9.1(a) and 9.7(x))**

Part of the Land, being premises known as Shop W5, Concourse Level, Circular Quay Railway Station, Sydney having an area of approximately 529.3 square metres, as shown on the plan at Exhibit 1

*A. Glavinis*  
*Sm*

*J. Hill*  
*Jeanne Villani*  
*Dennis Higlett*

**Item 6A Other Areas**

Not applicable

**Item 7 Permitted Use (Clauses 1.1, 9.1(a) and 9.1(c))**

Restaurant

**Item 8 Occupation Date (Clauses 9.6(a)(2), 9.6(d) and 15.8(a)(2))**

1 August 2008

**Item 9 Rent (Clauses 1.1 and 3)**

\$575,000.00 per annum plus GST for the first year of the Term

**Item 10 Rent Commencement Date (Clauses 1.1 and 3.1)**

1 June 2013

**Item 11 Rent Review (Clauses 3.2)**

(a) Review Dates	(b) Type of Review
1 June 2014	Fixed increase of 3%
1 June 2015	Fixed increase of 3%
1 June 2016	Current Market Rent
1 June 2017	Fixed increase of 3%
1 June 2018	Fixed increase of 3%
1 June 2019	Fixed increase of 3%
1 June 2020	Current Market Rent
1 June 2021	Fixed increase of 3%
1 June 2022	Fixed increase of 3%

**Item 12 Public and product liability insurance (Clause 12)**

- (a) **Public liability insurance**  
\$20 million dollars for each and every occurrence
- (b) **Products liability insurance**  
\$20 million dollars in the annual aggregate

**Item 13 Other conditions for insurance (Clause 12)**

- 1 The Lessee must be described as the insured party;
- 2 The Lessee must pay insurance premiums in full annually in advance, as and when the premiums are due;
- 3 The risk situation must be identified as the address of the Premises and include cover for any common areas and licensed areas (including car parking spaces and storage areas) that the Lessee has the Lessor's

*A. Glavin*  
*Rygh*

*Jeanne Villan*  
*Anna Orlan*

consent to use;

- 4 "Rail Corporation New South Wales ABN 59 325 778 353" must be noted as an interested party; and
- 5 The Lessee must disclose to the Lessor any relevant policy inclusions or exclusions.

**Item 14 Trading Hours (Clauses 1.1 and 9.16)**

Unrestricted.

Unless otherwise notified by the Lessor to the Lessee in writing, the Lessee must keep the Premises open between 8.00am and 6.00pm Monday to Friday (public holidays excepted). Saturday and Sunday: Optional

**Item 15 Common Areas (Clauses 1.1, 9.1(I), 9.6(a)(5)(B) and 9.7(g))**

Public toilet facilities within the Circular Quay Railway Station

**Item 16 Bank Guarantee (Clause 17)**

An amount equivalent to three (3) months Rent (plus GST), being \$158,125.00 for the first year of the Term.

**Item 17 Interest rate (Clause 6.2(a))**

2% above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Lessor may reasonably nominate)

**Item 18 Administration Fee (Clauses 1.1 and 6.2(b))**

5% of the amount remaining unpaid by the Lessee on the due date

**Item 19 Redecoration required (Clauses 9.6(a)(1) and 9.6(a)(2))**

Yes

**Item 20 Lessee's Proportion (Clauses 1.1 and 5)**

100%

**Item 21 Amendments to Memorandum of Lease (if any)**

**Item 21.1** The following new definitions are inserted in clause 1.1 "Definitions":

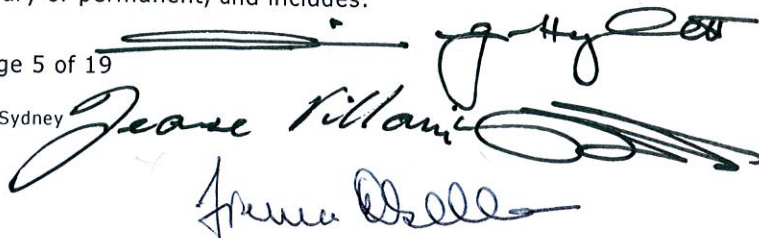
- 1.1 **Construction Project** means a project that involves Construction Work where the cost of the construction work is \$250,000 or more.
- 1.2 **Principal Contractor** means a person conducting a business or undertaking that commissions a Construction Project as defined in clause 293 of the WHS Regulation.
- 1.3 **Railway Concourse** means the large open area adjoining or forming part of the Railway Premises which the Lessor intends to be used as a common area for railway patrons and the general public for pedestrian movements, which may also contain the Premises.
- 1.4 **Structure** means anything that is constructed, whether fixed or moveable, temporary or permanent, and includes:



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Shop W5, Concourse Level, Circular Quay Railway Station, Sydney

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- (a) buildings, masts, towers, framework, pipelines, transport infrastructure and underground works (shafts or tunnels);
  - (b) any component of a structure; and
  - (c) part of a structure.
- 1.5 **WHS** means work health and safety.
- 1.6 **WHS Act** means the *Work Health and Safety Act 2011 (NSW)*, as amended from time to time.
- 1.7 **WHS Regulation** means the *Work Health and Safety Regulation 2011 (NSW)*, as amended from time to time.
- 1.8 **WHSMP** means a work health and safety management plan prepared by a Principal Contractor for a Construction Project for the workplace before work on the Construction Project commences. A WHSMP must include the following:
- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the Construction Project;
  - (b) the arrangements in place, between any persons conducting a business or undertaking at the workplace where the Construction Project is being undertaken, for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under the WHS Act and the WHS Regulation;
  - (c) the arrangements in place for managing any work health and safety incidents that occur;
  - (d) any site-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules; and
  - (e) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.

**Item 21.2**

The following definitions in clause 1.1 "Definitions" are replaced with the following new definitions:

- 1.1 **Construction Work** means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure. Without limiting this definition, Construction Work includes the following:
- (a) any installation or testing carried out in connection with an activity referred to above;
  - (b) the removal from the workplace of any product or waste resulting from demolition;
  - (c) the prefabrication or testing of elements, at a place specifically established for the construction work, for use in construction work;
  - (d) the assembly of prefabricated elements to form a structure, or the disassembly of prefabricated elements forming part of a structure;
  - (e) the installation, testing or maintenance of an essential service

in relation to a structure;

- (f) any work connected with an excavation;
- (g) any work connected with any preparatory work or site preparation (including landscaping as part of site preparation) carried out in connection with an activity referred to above; and
- (h) an activity referred to above, that is carried out on, under or near water, including work on buoys and obstructions to navigation.

**Construction Work** does not include any of the following:

- (i) the manufacture of plant;
- (j) the prefabrication of elements, other than at a place specifically established for the construction work, for use in construction work;
- (k) the construction or assembly of a structure that once constructed or assembled is intended to be transported to another place;
- (l) testing, maintenance or repair work of a minor nature carried out in connection with a structure; and
- (m) mining or the exploration for or extraction of minerals.

1.9 **Dangerous Goods** has the same meaning as in the *Dangerous Goods (Road and Rail Transport) Act 2008 (NSW)*, the *Dangerous Goods (Road and Rail Transport) Regulation 2009 (NSW)* and the *Work Health and Safety Act 2011 (NSW)*, as amended, replaced or supplemented from time to time.

1.10 **High Risk Construction Work** means Construction Work that:

- (a) involves a risk of a person falling more than 2 metres;
- (b) is carried out on a telecommunication tower;
- (c) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure;
- (d) involves, or is likely to involve, the disturbance of asbestos;
- (e) involves structural alterations or repairs that require temporary support to prevent collapse;
- (f) is carried out in or near a confined space;
- (g) is carried out in or near:
  - (i) a shaft or trench with an excavated depth greater than 1.5 metres, or
  - (ii) a tunnel,
- (h) involves the use of explosives;
- (i) is carried out on or near pressurised gas distribution mains or piping;
- (j) is carried out on or near chemical, fuel or refrigerant lines;



- (k) is carried out on or near energised electrical installations or services;
- (l) is carried out in an area that may have a contaminated or flammable atmosphere;
- (m) involves tilt-up or precast concrete;
- (n) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians;
- (o) is carried out in an area at a workplace in which there is any movement of powered mobile plant;
- (p) is carried out in an area in which there are artificial extremes of temperature;
- (q) is carried out in or near water or other liquid that involves a risk of drowning; or
- (r) involves diving work.

1.11 **SWMS** means a safe work method statement prepared by a person conducting a business or undertaking who proposes to carry out High Risk Construction Work (before the High Risk Construction Work commences) in accordance with clause 299 of the WHS Regulation. A SWMS must:

- (a) identify the work that is high risk construction work;
- (b) specify hazards relating to the high risk construction work and risks to health and safety associated with those hazards;
- (c) describe the measures to be implemented to control the risks;
- (d) describe how the control measures are to be implemented, monitored and reviewed;
- (e) be prepared taking into account all relevant matters, including:
  - (iii) circumstances at the workplace that may affect the way in which the high risk construction work is carried out; and
  - (iv) if the high risk construction work is carried out in connection with a Construction Project—the WHSMP that has been prepared for the workplace; and
- (f) be set out and expressed in a way that is readily accessible and understandable to persons who use it.

**Item 21.3**

The definitions of the following terms are deleted in clause 1.1 "Definitions":

- 1.1 OH&S;
- 1.12 OH&S Act;
- 1.13 OH&S Management Plan;
- 1.14 OH&S Regulation; and
- 1.15 POMP.

**Item 21.4**

Clause 10 "Occupational Health and Safety" is replaced with the following:

**10 Work Health and Safety****10.1 Compliance with WHS Act and WHS Regulation**

Despite any other provision in this Lease, the Lessee must at all times comply with the WHS Act and WHS Regulation and must provide to the Lessor upon request evidence that the Lessee is complying with the WHS Act and WHS Regulation.

**10.2 Lessee responsibility for WHS**

Without limiting the application of the WHS Act and WHS Regulation to the Lessee, during the Term, the Lessee is responsible for all aspects of WHS in connection with its business or undertaking carried out in the Premises including:

- (a) the safe performance of its business or undertaking within the Premises;
- (b) the health and safety of any workers or others employed, engaged or who visit the Premises at any time for any purpose;
- (c) the provision and maintenance of a work environment that is without risk to health and safety;
- (d) the provision and maintenance of safe plant and structures;
- (e) the provision and maintenance of safe systems of work;
- (f) the safe use, handling and storage of plant, structures and substances at or in connection with the Premises;
- (g) the provision of adequate facilities for the welfare at work of workers in carrying out work for the Lessee at or in connection with the Premises including ensuring access to those facilities;
- (h) the provision of any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking of the Lessee at the Premises; and
- (i) that the health of workers and the conditions at the workplace are monitored for the purpose of preventing illness or injury of workers arising from the conduct of the business or undertaking of the Lessee at the Premises.

**10.3 Construction work undertaken at the Premises**

- (a) If Construction Work or High Risk Construction Work (together in this clause referred to as Construction Work) is proposed to be undertaken at or in connection with the Premises, Chapter 6 of the WHS Regulation applies including, but not limited to, the identification of a Principal Contractor.
- (b) The Lessee must carry out and ensure compliance with all obligations under Chapter 6 of the WHS Regulation in relation to Construction Work.
- (c) Without limiting the Lessee's obligations elsewhere under this Lease, the Lessee must, so far as is reasonably practicable, in connection with Construction Work carried out at the Premises:
  - (i) manage risks associated with the carrying out of the Construction Work; and
  - (ii) ensure that all workplaces are secured from

unauthorised access, and in doing so, have regard to all relevant matters including risks to health and safety arising from unauthorised access to the workplace, the likelihood of unauthorised access occurring and to the extent that unauthorised access to the workplace cannot be prevented, how to isolate hazards within the workplace.

- (d) Without limiting the Lessee's reporting or other obligations elsewhere in this Lease, upon request, the Lessee must promptly provide the Lessor with a copy of:
- (i) the WHSMP for the workplace, including any revisions that are made to the WHSMP under clause 311 of the WHS Regulation;
  - (ii) the Lessee's records in relation to the steps the Lessee has taken to make persons carrying out work aware of the content of the WHSMP in accordance with clause 310 of the WHS Regulation;
  - (iii) any SWMS which have been obtained under clause 312 of the WHS Regulation;
  - (iv) the Lessee's records in relation to the steps the Lessee has taken to comply with clause 314 of the WHS Regulation;
  - (v) the Lessee's records in relation to the steps the Lessee has taken to comply with clause 315 of the WHS Regulation; and
  - (vi) any other registers, records and documents,
- that the Lessee prepares, maintains, keeps or obtains in connection with Construction Work undertaken at the Premises.

**Item 21.5** Clause 11.6(c)(4) "Hazardous Materials assessment of the Premises" is replaced with the following:

- (4) copies are kept of any report prepared in compliance with the WHS Regulation in connection with the health monitoring of a worker.

**Item 21.6** Clauses 9.1(d) and (e) "General Obligations" are replaced with the following:

- (d) **(compliance with all laws and the requirements of all Government Agencies)** at its cost, comply with all applicable laws and the requirements of all Government Agencies and Authorities in connection with the Premises, the Permitted Use, the Lessee's Property and any work carried out by the Lessee under this Lease, including but not limited to laws in relation to work health and safety;
- (e) **(comply with policies and procedures)** comply at all times with any policies and procedures of the Lessor notified by the Lessor to the Lessee from time to time, including but not limited to policies and procedures in relation to rail safety and work health and safety;

**Item 21.7** Clause 9.8(d)(5) "No Alterations by Lessee" is replaced with the following:

- (5) that the Lessee complies with all laws, including but not limited to laws in relation to the environment and work health and safety and obtains and gives upon request the Lessor copies of all approvals and certificates of compliance from all relevant Government Agencies and Authorities;

**Item 21.8** Clause 15.3(a)(4) "Essential Terms" is replaced with the following:  
(4) to comply with all laws and the requirements of all authorities, including but not limited to all Environmental Laws and all laws in relation to work health and safety;

**Item 21.9** **Clause not used**

**Item 21.10** Insert clause 23 as follows:

**23. LESSOR BUILDING MAINTENANCE ACTIVITIES**

- (a) The Lessee acknowledges that from time to time the following may adversely affect the Lessee's access, use and trade from the Premises:
- (i) track and other railway infrastructure maintenance will be carried out on and/or around the Railway Premises which may impact the Premises;
  - (ii) rail lines may be operationally closed (**Possessions**) for approximately 4 times a year for major track and infrastructure maintenance works and the length of the Possessions may range between 1 weekend and 2 weeks (having regard to the nature and extent of the works required), and they are planned anywhere between 6 to 18 months in advance; and
  - (iii) other major track and infrastructure maintenance works may be undertaken outside peak operating periods and usually between evening and dawn on weekdays or during weekends from Friday evening to dawn on Monday.

To the extent permitted by law, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection with any disturbance caused or contributed to by the building maintenance works referred to in clause 23(a).

**Item 21.11** Insert a clause 24 as follows:

**24. ACCESS TO PREMISES**

The Lessee acknowledges that if the Premises are located within the area of the Railway Premises or Railway Concourse which are only accessible to paying customers of the Lessor, the Lessee's Premises will only be accessible to those persons and not to persons who are not paying customers of the Lessee.

**Item 21.12** Insert a clause 25 as follows:

**25. FITOUT WORKS**

**25.1 Fitout works**

The Lessee is responsible, at its own cost, for any alterations to the existing improvements of the Premises (**Fitout Works**).

**25.2 Lessor's approval of Lessee's Fit Out Works**

The Lessee must not carry out any Fitout Works unless it first obtains

the Lessor's written approval of the proposed Fitout Works (in accordance with clause 9.8), and the Lessee otherwise complies with the rest of this clause 25.

### **25.3 Preconditions for Fitout Works**

Before it begins to carry out the Fitout Works or if it intends to alter the Fitout Works at any time during the Term, the Lessee must:

- (a) obtain all relevant Authorisations required to carry out the Fitout Works or alteration of the Fitout Works including but not limited to any development approval required by the relevant Authority;
- (b) give the Lessor detailed plans and specifications and any other information reasonably requested by the Lessor in respect of the Fitout Works;
- (c) obtain the Lessor's written consent (which must not be unreasonably withheld) of:
  - (i) the plans and specifications given to the Lessor under clause 25.3(b);
  - (ii) the contractors that the Lessee intends to use to carry out the Fitout Works;
  - (iii) the documents provided by the Lessee's contractor under clause 25.4(f); and
  - (iv) engage the Lessor's approved tenancy coordinator at the Lessee's cost to approve the Fitout Works.

### **25.4 Conduct of the Fitout Works**

The Lessee must, at its cost:

- (a) commence the Fitout Works as soon as practicable after the Lessor gives its consent under clause 25.3;
- (b) ensure that the Fitout Works do not occur during peak periods as notified by the lessor from time to time;
- (c) complete the Fitout Works in accordance with:
  - (i) the Lessor's tenancy fitout guide;
  - (ii) the plans and specifications approved by the Lessor; and
  - (iii) any conditions imposed by the Lessor as part of its approval of the plans and specifications,
- (d) notify the Lessor immediately on completion of the Fitout Works;
- (e) ensure that every contractor it uses to carry out the Fitout Works has public and products liability insurance for the amount per claim specified in Item 12(a) and Item 12(b) noting the interests of the Lessor and worker's compensation insurance as required by statute; and
- (f) ensure that the contractor carrying out the Fitout Works submits appropriate safety documentation for review and approval by the Lessor.

### **25.5 Ownership of Fitout Works**

The parties acknowledge and agree that any fixtures, fittings, equipment, furnishings and other property installed in the Premises as

part of the Fitout Works are taken to be the Lessee's Property as defined in clause 1.1.

**Item 21.13**

Insert a clause 26 as follows:

**26. TURNOVER RENT**

**26.1 Definitions**

The following definitions apply in this clause:

(a) **'Turnover Rent'** means the amount calculated as follows:

$$\text{Turnover Rent} = 10\% \times (\text{annual Gross Sales} - \text{Threshold})$$

(b) **'Gross Sales'** has the meaning given in clause 26.11.

(c) **'Lease Year'** means each year of the Term.

(d) **'Threshold'** is calculated as follows:

$$\text{Threshold} = \left[ \frac{\text{Rent for each Lease Year}}{10} \right] \times 100$$

**26.2 In Addition to Rent**

The Lessee must pay Turnover Rent in addition to the Rent.

**26.3 Statement of Turnover Rent**

On or before ninety (90) days after end of each Lease Year, the Lessor must give the Lessee the statement of Turnover Rent payable for the previous Lease Year.

**26.4 Payment of Turnover Rent**

(e) The Lessee must pay to the Lessor within thirty (30) days of demand the Turnover Rent with the Lessee's next monthly payment of Rent after the Lessor has given the Lessee the statement of Turnover Rent in accordance with clause 26.3.

(f) If the Lease is terminated before the end of the Lease Year, the Lessee must pay to the Lessor within thirty (30) days of demand for that period calculated in accordance with clause 26.5.

**26.5 Percentage Rent for Part of a Lease Year**

If the Lease is terminated before the end of a Lease Year, then the Turnover Rent will be calculated for the period from the last day of the previous Lease Year to the date of the termination of the Lease on the basis of the Lessee's Gross Sales for that period.

**26.6 Gross Sales Figures**

The Lessee must deliver to the Lessor within 7 days after each month a statement signed by each individual Lessee or principal executive of the Lessee (where the Lessee is a corporation) showing Gross Sales made on or from the Premises (itemised in reasonable detail) for the preceding month.

## **26.7 Records and Accounting**

The Lessee will keep and maintain at all times during the Term full and accurate books of account and records including all sales slips, cash register rolls, page strips and other evidence of Gross Sales from which the Gross Sales for each month can be determined and will preserve them for at least two (2) years after the end of each Lease Year.

## **26.8 Audits**

- (g) The Lessor may at any time inspect, copy or audit all books of account and records relating to Gross Sales made on or from the Premises.
- (h) Upon request by the Lessor, the Lessee will make those records available to the Lessor or its representatives for audit at the Premises or any other place which is mutually agreed.
- (i) If Gross Sales shown by the Lessee's statement for any month are found by audit to be understated by more than 3%, then the Lessee will pay to the Lessor the costs of the audit.
- (j) The Lessor right to conduct an audit for any year will expire two (2) years after the Lessee's statements for that year under clause 26.7 have been delivered to the Lessor.

## **26.9 Lessee's Audited Sales Figures**

- (k) The Lessee will have its auditors prepare and certify at the Lessee's expense a statement of Gross Sales made on or from the Premises for each Lease Year.
- (l) Each statement will be delivered to the Lessor within thirty (30) days after the end of each Lease Year.

## **26.10 Errors in Return**

If any audit or otherwise finds that any statement previously delivered to the Lessor is inaccurate then an adjustment will be made and one party will pay to the other within thirty (30) days of demand the amount necessary to make the adjustment.

## **26.11 Gross Sales**

- (m) The following items shall be included in the determination of Gross Sales:
  - (i) the sales price of all goods, wares and merchandise sold or otherwise disposed of and the charges for all services performed on or from the Premises, whether made for cash or credit or otherwise and whether made by the Lessee or by any permitted licensee or concessionaire, without reserve or deduction for inability or failure to collect, including but not limited to any sales and services:
    - (A) the orders for which originate at or are accepted at the Premises but which delivery or performance of which is made from or at any place other than the Premises and vice versa;
    - (B) pursuant to mail, facsimile transmission,

- telephone, internet or other similar orders received or lodged at or from the Premises;
- (C) by means of mechanical and other vending devices in the Premises;
  - (D) which are the result of transactions originating on the Premises where the goods sold are drawn from stock not kept at the Premises; and
  - (E) which in the normal and customary course would or should be credited or attributed to business effected on the Premises.
- (n) All moneys and the money value of other things of value received by the Lessee from operations in the Premises which are neither included in nor excluded from Gross Sales by this clauses 26.11.
- (o) The following items shall be deducted in the determination of Gross Sales:
- (i) the amount of losses incurred in the re-sale or disposal of goods reasonably and properly purchased from customers as trade-ins in the usual course of the Lessee's business from the Premises;
  - (ii) the amount of any deposits or instalments of purchase moneys refunded to customers where a lay-by transaction is cancelled;
  - (iii) the amount of any cash or credit refund allowed on a sale, the proceeds of which have been included in Gross Sales where the merchandise is returned and the sale cancelled or fees for the services are refunded wholly or partly;
  - (iv) service, finance or interest charges payable by the Lessee to any financier in connection with the provision of credit to customers (other than commissions on credit or store cards);
  - (v) the price of merchandise transferred from the Premises to another of the Lessee's shops unless such transfer was made for the purpose and convenience of fulfilling a sale which has been made on or from the Premises;
  - (vi) the price of merchandise returned to shippers, wholesales and manufacturers;
  - (vii) the amount received from the sale of fixtures after the use of those fixtures in the conduct of the Lessee's business in the Premises;
  - (viii) the amount of discounts properly and reasonably allowed to any customer in the usual cost of the Lessee's business;
  - (ix) uncollected credit accounts to the extent that they are written off by the Lessee. If any such accounts are subsequently recovered then the amount recovered will



be included in the Gross Sales for the year in which they are recovered;

- (x) the net amount paid or payable by the Lessee on account of any purchase tax, receipt tax, any tax in the nature of a goods and services tax, or similar tax imposed at the point of retail sale, hire of goods or supply of goods and/or services;
- (xi) the amount of any delivery charges; and
- (xii) receipts from the sale of lottery tickets, lotto tickets and football pools other than amounts derived as commission or fees from those sales.

**26.12 Essential Term**

This clause 26 is an essential term of this Lease.

*A. Glavinic* *High*

MK/AM/11481

Shop W5, Concourse Level, Circular Quay Railway Station, Sydney

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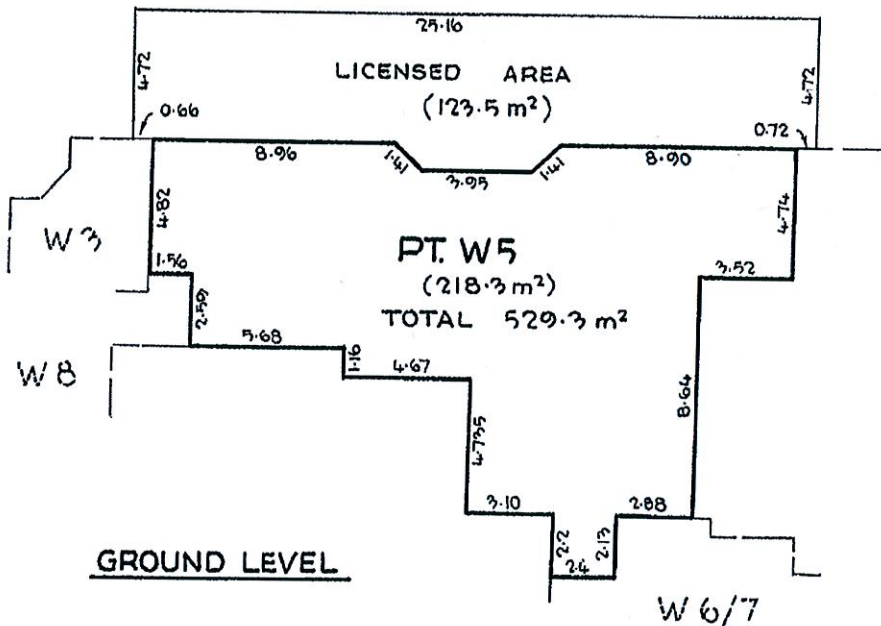
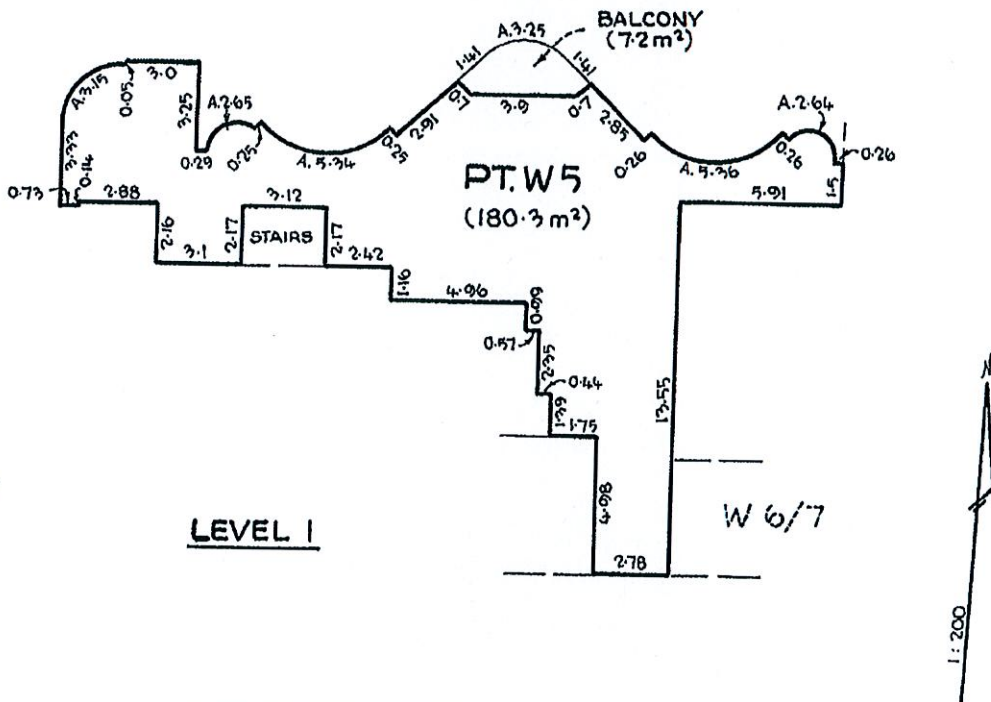
*Jean Villani*

*Jean Bell*

*[Handwritten signature]*

EXHIBIT 1

CIRCULAR QUAY STATION



AREAS HAVE BEEN DETERMINED IN ACCORDANCE WITH THE GUIDE ISSUED BY THE BUILDING OWNERS & MANAGERS ASSOCIATION OF AUSTRALIA LIMITED

**Degotardi, Smith & Partners**

Consulting Surveyors & Planners  
2 Merrilwa Street, Gordon N.S.W. 2072 Telephone (02) 499 2966 Fax (02) 498 6710 DX8720 Gordon

Our Ref: 21230/3 Date: 4-11-01

*A. Gianni*  
*Diyl*

*Jeane Villani*

*Jeane Dell*

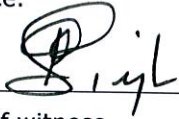
# Signing Page

**EXECUTED** as an agreement

We certify this dealing to be correct for the purposes of the *Real Property Act 1900* (NSW).

## Lessor

I certify that I am an eligible witness and the Lessor's authorised officer signed this lease in my presence.



Signature of witness

VIN SINGH

Name of witness

477 PITT STREET

Address of witness

SYDNEY NSW 2000

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



Signature of authorised officer

IVAN GLAVINIC

Authorised officer's name

EXECUTIVE MANAGER

Authority of officer

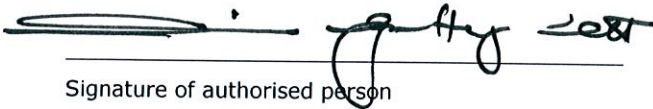
**Rail Corporation New South Wales**  
**ABN 59 325 778 353**

Signing on behalf of

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

Corporation: **City Extra Pty Limited ACN 003 026 588**

Authority: Section 127 of the Corporations Act



Signature of authorised person

DENNIS G. HIGGETT

Name of authorised person

DIRECTOR

Office held



Signature of authorised person

STEVEN DUFF

Name of authorised person

DIRECTOR

Office held

**Guarantor(s)**

I certify that I am an eligible witness and **Steven John Duff** signed this Lease in my presence:

Franca DiBella   
Signature of witness

Franca DiBella   
Name of witness

5 Brett Pl, West Pennant Hills   
Address of witness

Certified correct for the purposes of the *Real Property Act 1900* by the Lessee:

[Signature]   
Signature of Guarantor

Steven John Duff   
Name of Guarantor

I certify that I am an eligible witness **Jeanne Lilian Villani** signed this Lease in my presence:

Franca DiBella   
Signature of witness

Franca DiBella   
Name of witness

5 Brett Pl, West Pennant Hills   
Address of witness

Certified correct for the purposes of the *Real Property Act 1900* by the Lessee:

Jeanne Villani   
Signature of Guarantor

Jeanne Lilian Villani   
Name of Guarantor

I certify that I am an eligible witness and **Dennis George Higlett** signed this Lease in my presence:

Franca DiBella   
Signature of witness

Franca DiBella   
Name of witness

5 Brett Pl, West Pennant Hills   
Address of witness

Certified correct for the purposes of the *Real Property Act 1900* by the Lessee:

[Signature]   
Signature of Guarantor

Dennis George Higlett   
Name of Guarantor

**N.B.** s.117 of the *Real Property Act 1900* requires that the witness must have known the signatory for more than 12 months or have sighted identifying documentation.

**RAIL CORPORATION NEW SOUTH WALES**

**DEED OF CONSENT TO  
MORTGAGE OF LEASE AND SECURITY**

# Deed of Consent to Mortgage of Lease and Security

## Date

## Parties

### Lessor

Rail Corporation New South Wales ABN 59 325 778 353 of Level 20, 477 Pitt Street Sydney NSW 2000 a New South Wales Government agency constituted by the *Transport Administration Act 1988* (NSW) as amended from time to time

Address for Notices: Level 21, 477 Pitt Street Sydney NSW 2000

Fax Number: (02) 8922 4816

Contact: General Manager of Property

### Lessee

City Extra Pty Limited ACN 003 026 588 as trustee for the City Extra (Parramatta) Unit Trust

Address: 90 Cabbage Tree Road,  
Bayview, NSW 2104

Contact: 02 981 72621

Fax Number: Nil

### Lender

Westpac Banking Corporation ABN 33 007 457 141

Address: 1 King Street, Concord West, NSW 2138

Contact: Relationship Manager

Fax Number: 02 9357 7830

### Guarantors

Steven John Duff

Address: 8 Hope Street, Pymble NSW 2073

Contact: 0411 642 622

Fax Number: Nil

✓

Jeanne Lilian Villani

Address: 90 Cabbage Tree Road, Bayview, NSW 2104#

Contact: 02 9997 5995

Fax Number: Nil

Dennis George Higlett

Address: Unit 3, 66 Kurraba Road, Neutral Bay NSW 2089

Contact: 0412 602 825

Fax Number: Nil

## Background

- A. The Lessor is the registered proprietor of the Premises.
- B. By the Lease, the Lessor leased to the Lessee the Premises.
- C. Under the Lease, the Lessee may not grant the Mortgage or Security without the Lessor's consent.
- D. The Lessee and the Guarantors have each requested that the Lessor consent to the Lessee granting the Mortgage and Security, and the Lessor has agreed to their request, subject to the terms of this deed.

## Operative Part

### 1. DEFINITIONS

In this deed unless the contrary intention appears:

**Building** means any and all buildings and structures on the Land.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.

**Financing Change Statement** has the meaning attributed to it under the *Personal Property Securities Act 2009* (Cth).

**Government Entity** means the Crown and any government department, authority or agency, any State of New South Wales owned corporation or other government or semi-government entity.

**GST** has the meaning attributed to it under GST Law.

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

**Guarantor's Covenant** means the Guarantor's obligations under the Lease, for the benefit of the Lessor.

**Land** means the land described in Item 2 of Schedule 1.

**Lease** means the lease referred to in Item 1 of Schedule 1.

**Mortgage** means the mortgage referred to in Item 4 of Schedule 1.

**PPSR** has the meaning attributed to it under the *Personal Property Securities Act 2009* (Cth).

**Premises** means the premises referred to in Item 3 of Schedule 1.

**Receiver** means any receiver or receiver and manager appointed by the Lender under the Security.

**Secured Items** means the items referred to in Item 6 of Schedule 1.

**Security** means the security referred to in Item 5 of Schedule 1.

## 2. **CONSENT TO MORTGAGE AND SECURITY**

Subject to the Lessee and Lender complying with their obligations under this deed, the Lessor consents to:

- (a) the Lessee granting the Mortgage;
- (b) the Lessee granting the Security; and
- (c) the Lessee and Lender installing and using the Secured Items in the Premises.

## 3. **LEASE - VARIATION OR SURRENDER**

While the Mortgage is current, the Lessor and Lessee agree not to vary the Lease or agree on the surrender of the Lease without the Lender's consent.

## 4. **LESSEE'S BREACH OF LEASE AND LENDER'S POSSESSION**

### 4.1 **Lessee's breach**

- (a) If the Lessee fails to remedy a breach of the Lease within the required timeframe (**Breach**), then before the Lessor may terminate the Lease, the Lessor must provide a notice of the Breach to the Lender and give the Lender 10 Business Days to remedy the Breach (**Lessor's Notice**).
- (b) If the Lender does not remedy the Breach within the 10 Business Days, then the Lessor may exercise any entitlement it has to terminate the Lease (in accordance with the terms of the Lease or otherwise at law).
- (c) During the term of the Mortgage, the Lessor agrees that the Lender's:
  - (i) appointment of a Receiver; or
  - (ii) entry into possession of the Premises,will not, in itself, be a breach of the Lease.

### 4.2 **Lender's liability**

If the Lender:

- (a) elects to perform the Lessee's obligations to remedy the Breach as set out in the Lessor's Notice, then the Lender will be liable for the Breach; or



- (b) enters into possession of the Premises, then the Lender will be liable and responsible for the Lessee's obligations arising during the Lender's period of possession.

## 5. **OBLIGATIONS IN RELATION TO THE SECURED ITEMS**

### 5.1 **Lease applies**

The Lessee and Lender agree that they must comply with the Lease when installing and using the Secured Items in the Premises, or when removing the Secured Items from the Premises.

### 5.2 **Lender's access and removal of Secured Items**

- (a) During the term of the Security, the Lessor agrees to permit the Lender to enter the Premises provided the Lender complies with the Lease and this deed.
- (b) If the Lender accesses the Land to install, repair, maintain, inspect or remove the Secured Items from the Premises, and move the Secured Items through the Building or the Land, the Lender must provide at least 5 Business Days' prior notice to the Lessor and during the access, the Lender must not:
  - (i) cause any interference with the operation, or the occupants (other than the Lessee), of the Building or the Land;
  - (ii) damage the Building or the Land; and
  - (iii) do anything that may prejudice the Lessor's insurance for the Building or the Land (or increase the Lessor's premiums for the insurance).
- (c) If the Lender causes any damage to the Premises, Building or the Land, the Lender must make good the damage within 10 Business Days.
- (d) If the removal of any item of the Secured Items:
  - (i) would substantially damage the Premises;
  - (ii) would affect the structure or any service of the Building; or
  - (iii) is not allowed under the Lease,then the Lender must not remove the item.

### 5.3 **End of Lease**

If there is any Secured Items remaining in the Premises after the Lease expires or is terminated:

- (a) the Lessor may ask the Lender to remove the Secured Items; and
- (b) if the Lender does not do so within 5 Business Days, then the Lender abandons its rights to the Secured Items and the Lessor may dispose of the Secured Items in any manner (at the Lender's cost) and without any liability.

In any such event, the Lender must execute all documents and undertake all steps necessary to release (either partially or in full as may be required) a PPSR security interest granted by the Lessee or the Lessor in favour of the Lender as secured party, including but not limited to registering a Financing Change Statement to amend and/or discharge the registered PPSR security interest, and notify the Lessor once done.

6. **RELEASE AND INDEMNITY**

6.1 **Own risk**

The Lessee and Lender assume the risk of the Secured Items at all times while the Secured Items are in the Building or the Land.

6.2 **No liability**

The Lessee and Lender release the Lessor for anything in connection with:

- (a) the Lessee's or Lender's removal of the Secured Items from the Premises; or
- (b) the Lessee's and Lender's exercise of their rights under this deed.

6.3 **Lender's indemnity**

The Lender must indemnify the Lessor for any liability arising from, and any cost incurred by the Lessor in relation to:

- (a) any damage to the Premises, Building or the Land (and any property within) or injury or death of any person in connection with the Lender's or Receiver's installation, use or removal of the Secured Items;
- (b) any breach by the Lender of this deed; and
- (c) any breach by the Lender of the Lease (while the Lender is in possession of the Premises).

6.4 **No Reliance**

The Lender warrants that, except to the extent expressly contained in this deed or in the Lease:

- (a) it has given the Lessor notice in writing before it executed this deed of any warranty, promise, undertaking or representation given by or on behalf of the Lessor that the Lender has relied on entering into this deed or which has in any material way induced the Lender to enter into this deed; and
- (b) except as identified by the Lender pursuant to clause 6.4(a) it has not relied on any express or implied warranty, promise, undertaking or representation made by or on behalf of the Lessor in entering this deed.

7. **GUARANTOR'S CONSENT**

Each Guarantor:

- (a) acknowledges that the Lessor entered into this deed at the Guarantor's request;
- (b) consents to the Lessee entering into this deed;
- (c) guarantees the Lessee's performance of the Lessee's obligations under this deed on the terms of Guarantor's Covenant; and
- (d) reaffirms each of the Guarantor's obligations under the Lease, and agrees that this deed does not reduce or limit each of the Guarantor's liability under the Guarantor's Covenant.

8. **PAYMENT OF COSTS**

The Lessee must pay on demand all costs and expenses of the Lessor in relation to:

- (a) negotiation, preparation, execution, delivery, stamping, completion and registration of this deed; and
- (b) enforcement or protection or attempted enforcement or protection of any right under this deed,

including but not limited to, any legal costs and expenses and any professional consultant's fees in respect of any of the above on a full indemnity basis.

## 9. **GST**

### 9.1 **Payment of GST**

- (a) A recipient of a taxable supply made under this deed must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply without deduction as set-off of any other amount.
- (b) The recipient must pay GST to the supplier:
  - (i) on the same day as the due date for the consideration in respect of the relevant taxable supply; or
  - (ii) if there is no due date, within 7 days of receiving a written request or a tax invoice from the supplier.

### 9.2 **Reimbursements**

A party's obligation to reimburse another party for an amount paid or payable to a third party (e.g. a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

### 9.3 **Indemnities**

- (a) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (b) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (c) A party may recover a payment under an indemnity before it makes the payment in respect of which the indemnity is given.

## 10. **ASSIGNMENT, NOVATION AND SALE OF LAND**

### 10.1 **Lessor's rights and obligations**

- (a) If the Lessor disposes of its interest in the Land (except in the case of a statutory novation), then the Lessor must obtain from the purchaser or transferee an execution of this deed in identical form (except for the change of party), which the other parties must execute at their own cost.
- (b) The Lessor may statutorily novate its rights and obligations to another Government Entity without the other parties' consent.

### 10.2 **Lender's rights and obligations**

The Lender must not transfer or assign its interest in the Mortgage or Security without first obtaining from the proposed transferee or assignee an execution of this deed in

identical form (except for the change of party), which the parties must execute at their own cost (in the case of the Lessee and proposed transferee or assignee) or at Lender's cost (in the case of the Lessor).

## **11. GENERAL CLAUSES AND INTERPRETATION**

### **11.1 Governing law**

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed, and waives any right it might have to claim that those courts are an inconvenient forum.

### **11.2 Giving effect to this deed**

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

### **11.3 Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

### **11.4 Operation of this deed**

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

### **11.5 No merger**

The provisions of this deed do not merge on termination of the Lease.

### **11.6 Exclusion of contrary legislation**

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

### 11.7 Termination

Termination of this deed does not affect any rights arising from a breach of this deed before the date of termination.

### 11.8 Interpretation

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this deed, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this deed or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word is defined, another part of speech has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an Item is to the relevant Item in Schedule 1 - Reference Schedule in this deed.
- (j) A reference to a **Schedule** is to a schedule appearing at the end of this deed.

### 11.9 Multiple parties

If a party to this deed is made up of more than one person, or a term is used in this deed to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

- (i) a representation, warranty or undertaking is given by each of them separately; and
- (ii) a reference to that party or that term is a reference to each of those persons separately.

12. **COPY OF LEASE**

The Lender acknowledges and agrees that the Lender was provided with a copy of the Lease and understands its terms prior to entering into this deed.

# Schedule 1 Reference Schedule

**Item 1: Lease**

Lease registered number

~~AI 239477K~~ AI 239477K

**Item 2: Land**

The land comprised in folio identifier 2/787935

**Item 3: Premises**

Part of the Land being the Premises known as Shop W5, Concourse Level Circular Quay Railway Station, Sydney having an area approximately 529.3 square metres.

**Item 4: Mortgage**

Mortgage of the Lease between the Lessee and Lender dated on or about the date of this document.

**Item 5: Security**

1. Mortgage of Lease between the Lessee and the Lender ; and
2. Fixed and floating charge granted by the Lessee in its own right and as trustee of the City Extra (Parramatta) Unit Trust including over all assets and undertakings of the City Extra (Parramatta) Unit Trust and all assets and undertakings of the Premises including the Secured Items and the interest under the Lease

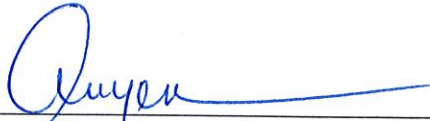
**Item 6: Secured Items**

All of the Lessee's goods, inventory, stock, chattels, plant and equipment located at the Premises.

# Executed as a deed

## Executed by Lessor

Signed for and on behalf of Rail Corporation New South Wales ABN 59 325 778 353 in the presence of:

X   
Signature of Witness

Qoyen Tu  
Print name of Witness

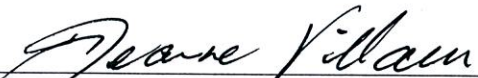
19, 477 Pitt St Sydney  
Address of Witness

X   
Signature of Authorised Person

David Campbell-Williams  
Print name of Authorised Person

## Executed by Lessee

Signed on behalf of City Extra Pty Limited ACN 003 026 588 as trustee for the City Extra (Parramatta) Unit Trust by:

  
Secretary/Director

JEANNE VILLAINI  
Print name

  
Director

DENNIS G. HIGLETT  
Print name



**Executed by Lender**

**Signed sealed and delivered** for and on behalf of Westpac Banking Corporation by its Attorney in the presence of:

**SIGNED** by *Stephen Storgato* as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 No. 332

Signature of witness: 

  
.....

Name of witness:  
*Shelly Herkington*


Signature: Tier Three Attorney

Address of witness:  
*75-85 O'Riordan ST  
Alexandria*

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

**Executed by Guarantors**

**Signed sealed and delivered** by **Steven John Duff** in the presence of:


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Steven John Duff**

*Claire Hanbidge*  
\_\_\_\_\_  
Print name

*22/1 MACMAHON PL, MENAI 2234*  
\_\_\_\_\_  
Print address

**Signed sealed and delivered** by **Jeanne Lilian Villani** in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**Jeanne Lilian Villani**

*Claire Hanbidge*  
\_\_\_\_\_  
Print name

*22/1 MACMAHON PL MENAI 2234*  
\_\_\_\_\_  
Print address

Signed sealed and delivered by Dennis  
George Higlett in the presence of:

CH.

Witness

[Signature]

Dennis George Higlett

Claire Hanbidge

Print name

22/1 MACMAHON PL, MENAI 2234

Print address