

Memorandum

To **John Camarda – Contract Manager, Chesterton Portfolio**

From **Kate van Gemert, Lawyer - Property**
Telephone: 8922 24095 Fax: 8922 0901 Email: Kate.vanGemert@transport.nsw.gov.au

Date **13 April 2015**

Subject **Rail Corporation New South Wales (RailCorp)
Consent to Assignment and Variation of Lease for City Extra Pty Ltd (Assignor)
and Glasshouse Investments Pty Ltd (Assignee)
Shop W5, Circular Quay Railway Station, Concourse Level, Sydney (Premises)**

Ref **FL2014/88 (LEX 8533)** 256224

Dear John

The Deed of Assignment and Variation of Lease and Lessor's Consent and Variation of Lease for the above Premises has been executed by RailCorp and the Lessee.

Please find **enclosed**:

1. Counterpart registered Variation of Lease AJ122440; and
2. Deed of Assignment and Variation of Lease and Lessor's Consent dated 11 July 2014.

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: Jacqueline Smith) a scanned copy of the documents.

Yours sincerely



Kate van Gemert
Lawyer, Property

RAIL CORPORATION NEW SOUTH WALES

**DEED OF ASSIGNMENT AND VARIATION OF LEASE
AND LESSOR'S CONSENT**

Deed of Assignment and Variation of Lease and Lessor's Consent

Date

11 July 2014

Parties

Lessor

Rail Corporation New South Wales ABN 59 325 778 353 of Level 2, 36 George Street, Burwood NSW 2134 a New South Wales Government agency constituted by the *Transport Administration Act 1988* (NSW) as amended from time to time

Address for Notices: Level 2, 36 George Street, Burwood NSW 2134

Fax Number: (02) 8202 2339

Contact: General Manager of Property

Assignor

City Extra Pty Limited

Address: 90 Cabbage Tree Road, Bayview, NSW 2104

Assignee

Glasshouse Investments Pty Limited

Address: 1A Victoria Road, Bellevue Hill, NSW 2023

Contact: John Liberiou and Bessie Liberiou

Fax Number: (02) 9344 8384

Original Guarantor(s)

Name **Steven John Duff**

Address 8 Hope Street, Pymble NSW 2073

Name **Dennis George Higlett**

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

Name **Jeanne Lilian Villani**

Address 90 Cabbage Tree Road, Bayview NSW 2104

New Guarantor(s)

Name **John Liberiou**

Address 1A Victoria Road, Bellevue Hill NSW 2023

Name **Bessie Liberiou**

Address 1A Victoria Road, Bellevue Hill NSW 2023



2



Background

- A. The Lessor is the registered proprietor of the Premises.
- B. By the Lease, the Lessor leased to the Assignor the Premises and the Assignor is entitled to possession of the Premises under the Lease.
- C. The Original Guarantor guaranteed the Assignor's Covenants.
- D. At the request of the New Guarantor, the Assignor has agreed to assign to the Assignee its interest in the Lease on the terms and conditions contained in this deed.
- E. The New Guarantor has agreed to indemnify the Lessor for the Assignee's obligations under the Lease and in accordance with this deed.
- F. The Lessor consents to the transfer of the Assignor's interest in the Lease, subject to the terms of this deed.

Operative Part

Interpretation and Definitions

1. DEFINITIONS

In this document unless the contrary intention appears:

"Assignor's Covenants" means the obligations of the Assignor under the Lease whether or not they touch and concern the land.

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

"Land" means the land described in Item 4A of Schedule 1.

"Lease" means the lease referred to in Item 3 of Schedule 1.

"New Guarantor" means, John Liberiou and Bessie Liberiou both separately and together.

"Original Guarantor" means, Steven John Duff, Dennis George Higlett, Jeanne Lilian Villani both separately and together.

"Personal Information" means personal information, as defined in the *Privacy Act 1988* (Cth), about the Assignee or the New Guarantor.

"Premises" means the premises referred to in Item 4B of Schedule 1.

"Railway Premises" has the meaning given to it in the Lease.

"Transfer Date" means the date specified in Item 5 of Schedule 1.

2. LESSOR'S CONSENT

Subject to this deed, the Lessor consents to the transfer of the Assignor's interest in the Lease to the Assignee.

3. **ASSIGNMENT OF LEASE**

From the Transfer Date and at the New Guarantor's request:

- (a) the Assignor assigns its interest in the Lease to the Assignee; and
- (b) the Assignee accepts the Assignor's interest in the Lease.

4. **ASSIGNOR'S OBLIGATIONS**

4.1 **No release**

Nothing in this deed:

- (a) releases the Assignor and the Original Guarantor from the Assignor's Covenants; or
- (b) affects the Lessor's rights against the Assignor and the Original Guarantor under the Lease.

4.2 **Assignor's Covenants**

The Assignor agrees with the Assignee that the Assignor will for the period before the Transfer Date perform and observe all the Assignor's Covenants.

5. **ASSIGNEE'S OBLIGATIONS**

5.1 **Assignee bound by Lease**

Subject to clause 5.2, from the Transfer Date the Assignee must perform the Assignor's Covenants as if it is a party to the Lease and named in the Lease as lessee.

5.2 **Payments under the Lease**

The Assignee must pay to the Lessor all money payable under the Lease, including any contribution to outgoings for the Railway Premises in which the Premises are located, even if the payment is calculated with reference to a period of time beginning before the Transfer Date.

5.3 **Assignee must attend induction training**

If the Lessor requires, the Assignee must, prior to entering into occupation of the Premises and at any other time required by the Lessor, attend an induction course or training session organised by the Lessor in relation to the safe operation of any railway facility which is in the vicinity of the Premises or any matter relating to the operation of the Railway Premises.

6. **RELEASE AND INDEMNITY**

6.1 **Release and indemnity**

- (a) Subject to clause 6.1(b), the Assignor and the Original Guarantor:
 - (i) releases the Lessor from all obligations under the Lease from the Transfer Date; and
 - (ii) indemnifies the Lessor in relation to any costs, expenses or claims which arise out of or in relation to the matters set out in clauses 8 and 9 of this deed and continues to do so pursuant to clause 10.5 of this deed.

- (b) Clause 6.1(a) does not apply to a default by the Lessor under the Lease if:
 - (i) the default occurred before the Transfer Date; and
 - (ii) the Assignor has notified the Lessor of the default in writing before the Transfer Date and that default remains unremedied as at the Transfer Date.
- (c) Each indemnity in this deed is independent from the party's other obligations and continues while the Lease is in force and after it expires or is terminated. A party may enforce an indemnity before incurring an expense.

6.2 **No Reliance**

The Assignee 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 Assignee has relied on entering into this deed or which has in any material way induced the Assignee to enter into this deed; and
- (b) except as identified by the Assignee pursuant to clause 6.2(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:
 - (i) in respect of the suitability of the Premises for any use or for the carrying on of any business;
 - (ii) in respect of the fixtures, fittings, furnishings, plant or equipment in, or the finish of, the Premises; or
 - (iii) that the Assignee has an exclusive right to carry on the type of business permitted under the Lease.

6.3 **Indemnity**

The Assignee indemnifies the Lessor against any loss, cost, expense, claim or damage whether direct or indirect, incurred by the Lessor in relation to:

- (a) a breach of the Assignee's warranties contained in clause 6.2; and
- (b) any default by the Assignee under this deed.

The Assignee indemnifies the Assignor against any loss or damage incurred by the Assignor after the Transfer Date in respect of the Assignor's Covenants.

7. **FORMS FOR REGISTRATION**

7.1 **Registration**

- (a) The assignment is conditional on the Assignee and Assignor providing to the Lessor's solicitors on or before the date of this deed a stamped Transfer of Lease (Form O1TL) executed by the Assignor and Assignee and otherwise in a registrable form.
- (b) If the Lease is varied by this deed, a Variation of Lease (Form O7VL) in the form attached at Annexure A, must be provided to the Lessor on or before the date of this deed executed by the Assignee and otherwise in a registrable form.
- (c) The Lessor will attend to registration of the Transfer of Lease (Form O1TL) and will give notice to the Assignee and Assignor of the registration details.

- (d) The Lessor will register the Variation of Lease (Form O7VL) (if any) with Land and Property Information at the Assignor's cost.

8. PAYMENT OF COSTS

8.1 Assignor to pay Lessor's costs

The Assignor 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 the forms referred to in clause 7.1; 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 Definitions

"**GST**" means the same as in the GST Law.

"**GST Law**" means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

9.2 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.

9.3 Reimbursements

A party's obligation to reimburse another party for an amount paid or payable to a third party (eg 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.

9.4 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. GENERAL CLAUSES AND INTERPRETATION

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 No merger

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

10.6 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.

10.7 Termination

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

10.8 Counterparts

This deed may be executed in counterparts.

10.9 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.

10.10 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.

11. **NEW GUARANTOR**

11.1 **Guarantee**

In consideration of the Lessor consenting to the transfer of the Assignor's interest in the Lease to the Assignee, the New Guarantor unconditionally and irrevocably guarantees to the Lessor the Assignee's due and punctual performance of:

- (a) the Assignor's Covenants;
- (b) the Assignee's obligations under any renewal or extension of the term of the Lease; and
- (c) the Assignee's obligations under this deed.

11.2 **Indemnity**

The New Guarantor indemnifies the Lessor against any loss or damage incurred by the Lessor as a result of:

- (a) the Assignee's breach of its obligations under this deed or the Assignor's Covenants;
- (b) the Assignor's Covenants being unenforceable;
- (c) any money payable by the lessee under the Lease being irrecoverable; or
- (d) the guarantee contained in clause 11.1 being unenforceable.

11.3 **Liability of New Guarantor**

Every obligation of the New Guarantor under this deed:

- (a) is a principal obligation and not ancillary or collateral to any other obligation; and
- (b) may be enforced by the Lessor against the New Guarantor even if the Lessor does not enforce:
 - (i) any other security it holds in respect of the Assignor's Covenants; or
 - (ii) any right against the Assignee, Assignor or Original Guarantor.

11.4 **No release**

The New Guarantor's obligations under this deed are not released by:

- (a) the termination of this deed or the Lease;
- (b) the grant to any party of any time, waiver, covenant not to sue or other indulgence; or
- (c) the release of any party from any of its obligations under this deed or the Lease.

11.5 **Payment by New Guarantor**

The New Guarantor must pay any money payable to the Lessor under this deed on demand.

11.6 **Suspension of rights**

The New Guarantor must not do any of the following without the Lessor's consent until the Assignor's Covenants have been fully discharged:

- (a) take any step to enforce any right against the Assignee in respect of any money paid by the New Guarantor to the Lessor under this deed;
- (b) exercise any right as surety in competition with the Lessor; or
- (c) share in, or stand in the place of the Lessor, in respect of:
 - (i) any guarantee in favour of, or any security or right to receive money held by the Lessor; or
 - (ii) any money held by the Lessor.

11.7 **Privacy**

The New Guarantor acknowledges and agrees that:

- (a) the Lessor has collected or may collect Personal Information about the New Guarantor for the purpose of assessing the New Guarantor's suitability as a guarantor under the Lease;
- (b) the Personal Information may be disclosed to prospective purchasers of the Railway Premises or to an existing or prospective mortgagee;
- (c) the New Guarantor has a right under the Privacy Act 1988 (Cth), subject to certain exceptions, to obtain access to the Personal Information;
- (d) if the Personal Information is not provided to the Lessor, the Lessor will be hindered in deciding whether or not to lease the Premises to the Assignee; and

this clause does not limit or affect any other acknowledgment or agreement that the New Guarantor has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

12. **COPY OF LEASE**

The Assignee and the New Guarantor acknowledge and agree that they were provided with a copy of the Lease and the Assignee and the New Guarantor have read and understood its terms prior to entering into this deed.

13. **BANK GUARANTEE**

- (a) On or before the earlier of the date of this deed and the Transfer Date, the Assignee must deliver the bank guarantee for the amount specified in Item 6 to the Lessor.
- (b) The provisions of clause 16 of the Lease apply to the Assignee save that where any inconsistency between that clause and this deed exists, the provisions of this deed shall prevail.
- (c) If the Assignee does not comply with any of its obligations under the Lease, then the Lessor may call on the bank guarantee without notice to the Assignee.

- (d) If the Lessor changes, then no later than 14 days after the Lessor gives the Assignee a notice asking for it, the Assignee must deliver to the Lessor a replacement bank guarantee in favour of the new Lessor. At the same time, the Lessor must give the Assignee the bank guarantee which is replaced. The parties must co-operate to minimise the cost to the Assignee of obtaining the replacement bank guarantee.

14. **VARIATION OF LEASE**

From the Transfer Date the Lease is amended as specified in Item 7.

Schedule 1**Reference Schedule**

Item 1: **Date of deed** 11 July 2014

Item 2: **Lessor**

Name: Rail Corporation New South Wales ABN 59 325 778 353
of Level 2, 36 George 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

ACN/ABN 59 325 778 353

Address for Service: Level 2, 36 George Street, Burwood NSW 2134

Facsimile: (02) 8202 2339

Attention: General Manager of Property

Item 3: **Lease**

Lease registered number AI239477

Item 4A: **Land**

The land comprised in folio identifier 2/787935

Item 4B: **Premises**

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

Item 5: **Transfer Date**

11 July 2014

Item 6: **Bank Guarantee**

An amount equivalent to 4 month's rent plus GST, being \$217,158.33.

Item 7 **Variation of Lease**


As set out in Annexure A to this document.



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:)
)
)



Signature of Witness



Signature of Authorised Person

DANA STANKOVIC

Print name of Witness

IVAN GLAVINIC

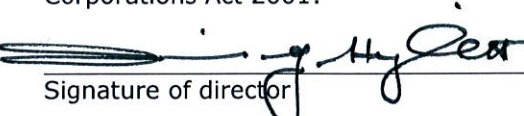
Print name of Authorised Person

36 GEORGE ST BURWOOD 2134

Address of Witness

Executed by Assignor

EXECUTED by City Extra Pty Limited
ACN 003 026 588 pursuant to s127
Corporations Act 2001:



Signature of director

DENNIS HIGLETT

Print name of director



Signature of director/secretary

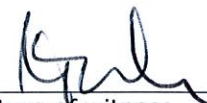
JEANNE VILLANI

Print name of director/secretary

Executed by Original Guarantors

SIGNED, SEALED and DELIVERED by **Steven John Duff** in the presence of:


Signature of **Steven John Duff**

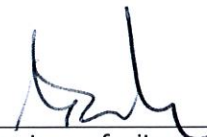

Signature of witness

NICHOLAS CHARLES JOHN
Print name of Witness

30/4 BLIGH PLACE, RADDWICK 2031
Address of witness

SIGNED, SEALED and DELIVERED by **Dennis George Higlett** in the presence of:


Signature of **Dennis George Higlett**

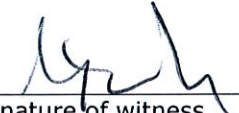

Signature of witness

NICHOLAS CHARLES JOHN
Print name of Witness

30/4 BLIGH PLACE, RADDWICK 2031
Address of witness

SIGNED, SEALED and DELIVERED by **Jeanne Lilian Villani** in the presence of:


Signature of **Jeanne Lilian Villani**



Signature of witness

NICHOLAS CHARLES JOHN
Print name of Witness

30/4 BLIGH PLACE, RADDWICK 2031
Address of witness

Executed by Assignee


EXECUTED by **Glasshouse Investments Pty Limited ACN 003 847 621** pursuant to s127 Corporations Act 2001:



Signature of director

BESSIE LIBERIOU

Print name of director



Signature of director/secretary

JOHN LIBERIOU

Print name of director/secretary

Executed by New Guarantors

SIGNED, SEALED and DELIVERED by **John Liberiou** in the presence of:



Signature of witness



Signature of **John Liberiou**

ANTHONY LIBERIOU

Print name of Witness

35 DENISON ST, BANDI JUNCTION

Address of witness

SIGNED, SEALED and DELIVERED by **Bessie Liberiou** in the presence of:



Signature of witness



Signature of **Bessie Liberiou**

ANTHONY LIBERIOU

Print name of Witness

35 DENISON ST BANDI JUNCTION

Address of witness

Annexure A

Variation of Lease

Form: 07VL
 Licence: 01-05-063
 Licensee: LEAP Legal Software Pty
 Limited
 Firm name: Salvos Legal

VARIATION OF LEASE

New South Wales
 Real Property Act 1900

AJ122440

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	2/787935		
(B) HEAD LEASE	Number	Torrens Title	
(C) LODGED BY	Document Collection Box	Name, Address or DX, Telephone and Customer Account Number if any Reference: MK:KF:12320	CODE VL
(D) LESSOR	Rail Corporation New South Wales ABN 59 325 778 353		
(E) LEASE VARIED	AI239477		
(F) LESSEE	Glasshouse Investments Pty. Limited ACN 003 847 621		

- (G) 1. The rent is N.A. \$N.A. per N.A. on and as from N.A.
 2. The term is N.A. years N.A. months and N.A. days so as to expire on N.A.
 3. The provisions of the lease are varied as set out in annexure A hereto.

DATE 11 July 2014

(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:

Address of witness:

Authority of officer: See Annexure A for execution

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 company named below by the authorised person(s) whose signature(s) appears below pursuant to the authority specified.

Company:

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

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

Name of authorised person: See Annexure A for execution
 Office held: Director/Secretary

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

[Handwritten signatures in blue ink]

THIS IS ANNEXURE A REFERRED TO IN THE VARIATION OF LEASE BETWEEN RAIL CORPORATION NEW SOUTH WALES ABN 59 325 778 353, AS LESSOR AND GLASSHOUSE INVESTMENTS PTY. LIMITED ACN 003 847 621, AS LESSEE AND JOHN LIBERIOU AND BESSIE LIBERIOU, AS GUARANTOR DATED 11 July 2014

As from the date of this document, the provisions of the Lease registered dealing number AI239477 (**Lease**) are varied as follows:

1. REFERENCE SCHEDULE

The following items in the Reference Schedule are replaced as follows:

Item 4 Lessee (Clauses 1.1)

- (a) Name: Glasshouse Investments Pty Limited
- (b) ACN: 003 847 621
- (c) Address: 1A Victoria Road, Bellevue Hill, NSW 2023
- (d) Facsimile: (02) 9344 8384

Item 5 Guarantors (Clauses 1.1 and 16)

John Liberiou of 1A Victoria Road, Bellevue Hill NSW 2023; and
Bessie Liberiou of 1A Victoria Road, Bellevue Hill NSW 2023

Item 16 Bank Guarantee (Clause 17)

An amount equivalent to four (4) months Rent (plus GST) (as at the date of this document being \$217,158.33)

Item 21 Amendments to Annexure A of the Lease

Item 21.1 Insert a new clause 27 as follows:

27. RESTRUCTURE

27.1 Acknowledgement by Parties

The parties acknowledge and agree that:

- (a) the New South Wales Government has indicated that it will restructure Rail Corporation New South Wales ABN 59 325 778 353 (**RailCorp**); and
- (b) the restructure of RailCorp may result in RailCorp's assets, rights and liabilities being transferred to other Government Agencies.

27.2 Lessee's Agreement

The Lessee agrees:

- (a) that this Lease and any assets, rights or liabilities RailCorp holds in connection with this Lease may be novated, assigned



or otherwise transferred from RailCorp to any other Government Agency;

- (b) to undertake all actions reasonably requested by RailCorp to effect such a novation, assignment or other transfer; and
- (c) that the Lessee is not entitled to make, and RailCorp and any novatee, assignee or transferee will not be liable for, any Costs and Claims arising from or in connection with any novation, assignment or transfer contemplated by this clause.



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

DANA STANKOVIC

Name of witness

36 GEORGE ST

Address of witness

BURWOOD 2134

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

Lessee

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: **Glasshouse Investments Pty. Limited ACN 003 847 621**

Authority: Section 127 of the Corporations Act



Signature of authorised person

John Liberiou

Name of authorised person

Director and Secretary

Office held



Signature of authorised person

Bessie Liberiou

Name of authorised person

Director

Office held

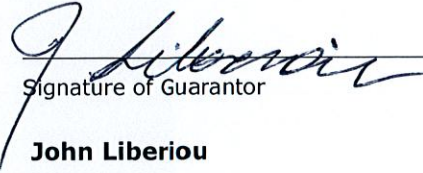
Guarantor

I certify that I am an eligible witness and the Guarantor signed this Lease in my presence:

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



Signature of witness



Signature of Guarantor

ANTHONY LIBERIU

Name of witness

John Liberiu

Name of Guarantor

35 DENISON ST, BONDI JUNCTION

Address of witness

I certify that I am an eligible witness and the Guarantor signed this Lease in my presence:

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



Signature of witness



Signature of Guarantor

ANTHONY LIBERIU

Name of witness

Bessie Liberiu

Name of Guarantor

35 DENISON ST, BONDI JUNCTION

Address of witness

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