

SPECIAL CONDITION Tenure of Business Premises

Address of Property



*TRANSFER OF EXISTING LEASE(S)

1. The Agreement is subject to and conditional upon the Vendor obtaining or causing to be obtained the written consent of the Landlord (namely
of)
on or before the Date of Possession to the assignment or transfer of the Vendor's leasehold interest in the Business Premises.

2. The existing term of the said leasehold interest is as follows:

- 2.1 a term of years commencing on the
- 2.2 a current rental of \$ per *including/excluding GST and *including/excluding outgoings
- 2.3 outgoings to be paid by *landlord/lessee
- 2.4 together with rights of renewal for commencing on

3. Unless otherwise agreed, the Purchaser shall pay the costs of and incidental to obtaining the consent set out in clause 1 of this Special Condition (except where precluded by law and subject to the provisions of the *Retail and Commercial Leases Act 1995*).

4. The Purchaser acknowledges having read the Vendor's lease of the Business Premises and being satisfied as to its terms and conditions.

5. The Vendor and Purchaser will do all things reasonably required to obtain the consent set out in clause 1 of this Special Condition.

6. In this Special Condition a reference to a lease shall include a sub-lease, under-lease or licence.

*AND/OR

*NEW LEASE

1. The Agreement is subject to and conditional upon:

1.1 The present Landlord of the Vendor

(namely
of) entering into
a written lease, sub-lease, under-lease or licence (as the case requires) with the Purchaser in respect of the Business Premises on or before the Date of Possession but effective as at the Settlement Date on the following terms:

- 1.1.1 a term of years commencing on the ;
- 1.1.2 an initial current rental of \$ per *including/excluding GST and *including/excluding outgoings
- 1.1.3 outgoings to be paid by *landlord/lessee
- 1.1.4 with a periodic rent review every months on the basis of
- 1.1.5 together with rights of renewal for years; and
- 1.1.6 on terms which are similar to those presently in force between the Landlord and Vendor.

1.2 The Vendor surrendering the existing lease, sub-lease, under-lease or licence in respect of the Business Premises with the Landlord on or before the Settlement Date.

2. Unless otherwise agreed, the Purchaser shall pay the costs of and incidental to obtaining the above grant of lease, sub-lease, under-lease or licence in respect of the Business Premises (except where precluded by law and subject to the provisions of the *Retail and Commercial Leases Act 1995*).

3. The Vendor and Purchaser will do all things reasonably required to obtain such lease, sub-lease, under-lease or licence together with the surrender of the existing lease, sub-lease, under-lease or licence in respect of the Business Premises.

INITIALS