

1. [Landlord Name & ABN]
of [address]
(the 'Landlord') is the registered proprietor of the premises known as

[street address] [and any carspace], and otherwise described as
[Folio/Identifier] (the 'Premises')
2. On / / [Date] the Landlord entered into an agreement with
 [Tenant Name & ABN],
of [address] (the 'Tenant')
for the lease of the Premises (the 'Lease')
3. The Tenant has requested the Landlord to accept a surrender of the Lease, and warrants to the Landlord that:
- (a) There is no current sublease, licence or other entitlement to occupy or use the Premises or any part of the Premises; and
 - (b) There are no notices or outstanding notices in existence in respect of the Premises which may directly or indirectly detrimentally impact upon the Premises including but not limited to the provision of utilities and services to the Premises, outstanding debts arising from or relating to the Tenant's occupation of the Premises, impending or current litigation, demand or dispute of any nature, claims, suits, causes of action arising from or in connection with the Tenant's use and/or occupation of the Premises;
 - (c) The Tenant releases and forever discharges the Landlord with effect on and from the date of execution hereof from all actions, suits, causes of action, claims and demands howsoever arising and of any nature which the Tenant now has or might have or at any time after execution of this Surrender of the Lease arising from or in connection with the Lease and the Premises; and
 - (d) The Tenant will indemnify the Landlord and keep the Landlord indemnified against any claim made by any person or party arising from the Tenant's occupation of the Premises including but not limited to any fixtures and/or fittings which remain in the Premises post surrender of the Lease
4. In consideration of the Tenant's warranties contained in paragraph 3 above, and the agreed amount of \$,
receipt of which is acknowledged, the Landlord hereby consents to and accepts the Tenant's surrender of Lease.

SURRENDER OF RETAIL / COMMERCIAL LEASE

Signed by the Landlord in the presence of:

Name of Witness

Signature of Landlord

Signature of Witness

Executed on behalf of

ABN:

[the Landlord]

In accordance with the provisions of Section 127 of the Corporations Act 2001:

Name of Director

Name of Secretary/Director

Signature of Director

Signature of Secretary/Director

Signed by the Tenant in the presence of:

Name of Witness

Signature of Tenant

Signature of Witness

Executed on behalf of

ABN:

[the Tenant]

In accordance with the provisions of Section 127 of the Corporations Act 2001:

Name of Director

Name of Secretary/Director

Signature of Director

Signature of Secretary/Director

Dated:

Dated: