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SAMPLE

DEED OF NOVATION OF LEASE

between

SCROOGE McDUCK
acting as the trustee of
the McDuck Family Trust
and

DAFFY DUCK
&
DONALD DUCK
&
DAISY DUCK
&
DAFNE DUCK
and

HUEY DUCK
&
DEWEY DUCK
&
LOUIE DUCK
&
MICKEY MOUSE
&
MINNIE MOUSE
&
LUDWIG VON DRAKE
&
DELLA DUCK

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SAMPLE

Date

Parties

Continuing Party	SCROOGE MCDUCK acting as the trustee of the McDuck Family Trust Address: C/- Fox Studios, Sydney NSW 2000 Email: scrooge@blueocean.law (the <i>Continuing Party</i>)
Leaving Parties	DAFFY DUCK Address: C/- Fox Studios, Sydney NSW 2000 DONALD DUCK Address: C/- Fox Studios, Sydney NSW 2000 (together, the <i>Leaving Parties</i> and each a <i>Leaving Party</i>)
Leaving Guarantors	DAISY DUCK Address: C/- Fox Studios, Sydney NSW 2000 DAFNE DUCK Address: C/- Fox Studios, Sydney NSW 2000 (together, the <i>Leaving Guarantors</i> and each a <i>Leaving Guarantor</i>)
Incoming Parties	HUEY DUCK Address: C/- Fox Studios, Sydney NSW 2000 DEWEY DUCK Address: C/- Fox Studios, Sydney NSW 2000 LOUIE DUCK Address: C/- Fox Studios, Sydney NSW 2000 MICKEY MOUSE Address: C/- Fox Studios, Sydney NSW 2000 MINNIE MOUSE Address: C/- Fox Studios, Sydney NSW 2000

	(together, the <i>Incoming Parties</i> and each an <i>Incoming Party</i>)
Incoming Guarantors	<p>LUDWIG VON DRAKE Address: C/- Fox Studios, Sydney NSW 2000</p> <p>DELLA DUCK Address: C/- Fox Studios, Sydney NSW 2000</p> <p>(together, the <i>Incoming Guarantors</i> and each an <i>Incoming Guarantor</i>)</p>

Recitals

- A The Continuing Party, the Leaving Parties and the Leaving Guarantors are parties to the Lease.
- B The Leaving Parties and the Incoming Parties have asked the Continuing Party to agree to a novation of the Lease so that:
- (a) the Incoming Parties assume the rights and obligations of the Leaving Parties under the Lease; and
 - (b) the Incoming Guarantors assume the rights and obligations of the Leaving Guarantors under the Lease.
- C The Continuing Party has consented to the novation of the Lease on the terms and conditions of this deed.
- D This deed is intended to be legally binding and the parties agree to give effect to the arrangements contemplated by it.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 The following definitions apply in this deed unless the context requires otherwise:

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in Sydney, New South Wales are open for business.

Claim means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

Controller has the meaning given in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Default Rate means a rate of interest of 5.00% per annum.

Effective Date means the date on which this deed is executed and delivered by all parties hereto.

Governmental Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST has the same meaning given to that expression in the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

GST Law has the same meaning given to that expression in the GST Act.

Insolvency Event means, in respect of a particular person, the occurrence of any one or more of the following events in relation to that person:

- (a) for a person that is a body corporate:
 - (i) except for the purpose of a solvent reconstruction or amalgamation:
 - (A) process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or
 - (B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
 - (C) a resolution that it be wound up is passed or proposed;
 - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
 - (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
 - (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;
 - (vi) any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;
 - (vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;
 - (viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;

- (ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts;
 - (x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it; or
 - (xi) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(x) of this definition happens to it under the law of any jurisdiction; and
- (b) for a person that is a natural person:
- (i) a bankruptcy notice is issued against the person;
 - (ii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
 - (iii) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
 - (iv) the person proposes or effects a moratorium involving any of the person's creditors;
 - (v) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
 - (vi) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
 - (vii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or
 - (viii) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(vii) of this definition happens to the person under the law of any jurisdiction.

Lease means the lease between the Continuing Party and the Leaving Parties that commenced on 1 July 2017, a copy of which is attached hereto as Annexure 1.

Losses means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of Tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
- (d) all amounts paid in settlement of any Claim.

Premises means the property that is the subject of the Lease.

Relevant Trust means, in respect of any Trustee Party, the trust in respect of which the Trustee Party is expressed to have entered into this deed as trustee.

Stamp Duty means any stamp, transaction or registration duty or similar charge imposed by any Governmental Agency and includes any interest, fine, penalty, charge or other amount in respect of the above.

Tax Acts means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

Tax or Taxation means:

- (a) any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called, levied, imposed or assessed under the Tax Acts or any other statute, ordinance or law by any Governmental Agency (including profits tax, property tax, interest tax, income tax, tax related to capital gains, tax related to the franking of dividends, bank account debits tax, fringe benefits tax, sales tax, payroll tax, superannuation guarantee charge, group or Pay as You Go withholding tax and land tax);
- (b) unless the context otherwise requires, Stamp Duty and GST; and
- (c) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above.

Trustee Party means any party to this deed that is expressed to have entered into this deed in its capacity as a trustee of any trust.

Interpretation

1.2 The following rules of interpretation apply in this deed unless the context requires otherwise:

- (a) headings in this deed are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this deed is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this deed) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this deed;
- (f) in each schedule to this deed, a reference to a paragraph is a reference to a paragraph in that schedule;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;