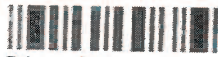


Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<b>1. Lessor</b> GEORGE GEOFFREY CROWTHER AND HELEN FRANCIS CROWTHER TRUSTEE UNDER INSTRUMENT 717178459	<b>Lodger</b> (Name, address, E-mail & phone number) Charltons Lawyers PO Box 518 BUNDABERG QLD 4670 Ph: (07) 4152 2311 Ref:KD:LA:64612	<b>Lodger Code</b> BG 919
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<b>2. Lot on Plan Description</b> LOT 12 ON SP262926	<b>Title Reference</b> 50923090
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<b>3. Lessee</b> Given names MARK PETER	Surname/Company name and number GALEA	(include tenancy if more than one)
--------------------------------------------	------------------------------------------	------------------------------------

<b>4. Interest being leased</b> FEE SIMPLE
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<b>5. Description of premises being leased</b> Part of the ground floor of the building erected on the land as hatched on the plan attached hereto marked "A".
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<b>6. Term of lease</b> Commencement date: 01/09/2021 Expiry date: 31/08/2025 #Options: 1 x 4 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See attached schedule
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

.....signature  
.....full name  
.....qualification / /  
**Witnessing Officer** Execution Date Lessor's Signature

.....signature  
.....full name  
.....qualification / /  
**Witnessing Officer** Execution Date Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature  
.....full name  
.....qualification / /  
**Witnessing Officer** Execution Date Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

## SCHEDULE

Title Reference 50923090

### INFORMATION SCHEDULE

<b>ITEM 1</b>	<b>LESSOR:</b>	George Geoffrey Crowther and Helen Francis Crowther trustee under instrument 717178459	(Us/We)										
	<b>OUR ADDRESS:</b>	91 Barolin Esplanade, Coral Cove QLD 4670											
<b>ITEM 2</b>	<b>LESSEE:</b>	Mark Peter Galea	(You)										
	<b>YOUR ADDRESS:</b>	465 Branyan Drive, Bundaberg QLD 4670 Email: eastcoastauto@outlook.com											
<b>ITEM 3</b>	<b>GUARANTORS:</b>	Not applicable											
<b>ITEM 4</b>	<b>PREMISES</b>	Part of the land and building situated at 5 Campbell Street, East Bundaberg as hatched on the plan annexed hereto.											
<b>ITEM 5</b>	<b>COMMENCEMENT DATE:</b>	1 September 2021											
<b>ITEM 6</b>	<b>EXPIRY DATE:</b>	31 August 2025											
<b>ITEM 7</b>	<b>BASE RENT:</b>	\$28,800.00 excluding GST per annum											
<b>ITEM 8</b>	<b>REVIEW DATE &amp; METHOD:</b>	<table><thead><tr><th><u>Date</u></th><th><u>Method</u></th></tr></thead><tbody><tr><td>01/09/2022</td><td>CPI</td></tr><tr><td>01/09/2023</td><td>CPI</td></tr><tr><td>01/09/2024</td><td>CPI</td></tr></tbody></table>	<u>Date</u>	<u>Method</u>	01/09/2022	CPI	01/09/2023	CPI	01/09/2024	CPI			
<u>Date</u>	<u>Method</u>												
01/09/2022	CPI												
01/09/2023	CPI												
01/09/2024	CPI												
<b>ITEM 9</b>	<b>AMOUNT OF BANK GUARANTEE:</b>	\$2,300.00											
<b>ITEM 10</b>	<b>PERMITTED USE:</b>	Panel Beating and Spray Painting											
<b>ITEM 11</b>	<b>OPTION TO RENEW:</b>	Further term: 4 years Expiry date: 31/08/2029  Rent review date and method: <table><thead><tr><th><u>Date</u></th><th><u>Method</u></th></tr></thead><tbody><tr><td>01/09/2025</td><td>Market Review</td></tr><tr><td>01/09/2026</td><td>CPI</td></tr><tr><td>01/09/2027</td><td>CPI</td></tr><tr><td>01/09/2028</td><td>CPI</td></tr></tbody></table>	<u>Date</u>	<u>Method</u>	01/09/2025	Market Review	01/09/2026	CPI	01/09/2027	CPI	01/09/2028	CPI	
<u>Date</u>	<u>Method</u>												
01/09/2025	Market Review												
01/09/2026	CPI												
01/09/2027	CPI												
01/09/2028	CPI												

**Title Reference 50923090**

**1. START AND END**

**1.1 Term**

The Lease begins on the date in Item 5 and ends at midnight on the date in Item 6.

**1.2 Monthly Tenancy when Lease Expires**

If you occupy the Premises after the end of the lease with our consent you do so as a monthly tenant on the terms of this Lease which apply on the expiry date. We or you may terminate the monthly tenancy on any day by giving one month's written notice to the other. The tenancy terminates at midnight on the same day of the next month as the day on which the termination notice was served.

**2. PAYMENTS BY YOU UNDER THIS LEASE**

**2.1 Base Rent**

You must pay the base rent in Item 7 without demand by monthly instalments equal to one-twelfth of the base rent in advance on the first day of each month during the Lease.

**2.2 Rent Increases**

**2.2.1** The base rent will be reviewed on each Review Date by the method set out in paragraph 2.2.2, 2.2.3 or 2.2.4 according to the method nominated opposite the relevant review date in Item 8 of the Information Schedule.

**2.2.2 Percentage Increase**

The base rent for the relevant year of the term shall be the amount calculated at the Review Date by multiplying the base rent for the preceding year of the term by the percentage stated for that Review Date in Item 8.

**2.2.3 CPI Increase**

The base rent for the relevant year of the term shall be the amount calculated as at the Review Date by the formula:

$$BR = \frac{A \times B}{C}$$

Where:

- BR is the base rent for the year under review;
- A is the base rent for the preceding year;
- B is the CPI determined at the last quarter day before the commencement of the relevant year; and
- C is the CPI determined at the last quarter day one year before the commencement of the relevant year.

Until such time as the base rent is determined in accordance with this sub-clause you must pay monthly instalments on account of the base rent at the same rate as at the end of the previous rental year and an appropriate adjustment, if necessary, shall be made within fourteen days of the determination of the base rent for the current year.

**2.2.4 Market Rent Review**

The Base Rent for the relevant year shall be the amount determined in accordance with the following procedure.

**2.2.4.1 Our Notice**

We may vary the Base Rent to an amount which we consider to be the current market rent for the Premises by notice to you ("Landlord's notice") not earlier than 90 days or later than 42 days before a market review date.

**Title Reference 50923090**

**2.2.4.2 Your Notice**

- (a) Within 21 days after receiving the Landlord's notice, you may give us a notice ("Tenant's notice") stating the amount which you consider to be the market rent for the Premises and requiring the market rent to be determined under clauses 2.2.4.3 to 2.2.4.7.
- (b) If you do not give the Tenant's notice within 21 days, the Base Rent payable until the next review date will be the amount stated in the Landlord's notice.

**2.2.4.3 Negotiations**

Within 21 days of service of the Tenant's notice, we and you or our representatives must meet and attempt to resolve the dispute as to the market rent payable for the Premises at the market review date.

**2.2.4.4 Valuer to Settle if Dispute**

- (a) If the amount of the market rent is not agreed on within 1 month after a market review date, the dispute must be referred for determination by a Valuer agreed by both of us, or failing agreement, nominated by the President of the Queensland Law Society Inc.
- (b) The appointed Valuer will make a determination of the market rent as at the particular market review date acting as an expert and not as an arbitrator.
- (c) The Valuer must make a written determination containing reasons within 1 month of his appointment.
- (d) The Valuer's determination will be final and binding on both of us.
- (e) The Valuer's costs will be paid by both of us equally. Either you or us may pay the Valuer's costs and recover one half of the amount paid from the other.

**2.2.4.5 Landlord's and Tenant's Submissions**

- (a) A Valuer who accepts appointment under this clause 2.2.4 may confirm with either you or us and may require either you or us to supply information relevant to the determination.
- (b) Any request for information must be complied with promptly and a copy of that information must be given to the other of us.
- (c) Either you or us may supply the Valuer with other information which we consider relevant and, if that is done, must make a copy of that information available to the other.
- (d) The information given to the Valuer is confidential and must not be used other than for the purposes of this clause 2.2.4.

**2.2.4.6 Written Submissions**

- (a) Written submissions may be made to the Valuer in relation to the market rent within 14 days of the Valuer's appointment. A copy of any submission must be given to the other of us when it is given to the Valuer.
- (b) The Valuer must not determine the market rent until the expiration of that period of 14 days.

**2.2.4.7 Valuer's Criteria**

- (a) In determining the market rent as at a market review date, the Valuer may take into account any matters he considers relevant but, in making his determination, the Valuer must:
  - (i) determine the current market rent:
    - (A) on the basis of the rent that would be reasonably expected to be paid for the Premises if they were unoccupied and offered for leasing for the use for which the Premises may be used under this Lease or a substantially similar use;
    - (B) on the basis of gross rent less outgoings payable by the Tenant under the Lease; and
    - (C) on an effective rent basis;
  - (ii) not have regard to the value of the goodwill of your business or your fittings; and
  - (iii) have regard to submissions about the market rent of the Premises.



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- (b) "Effective rent basis" for the determination of current market rent under this clause 2.2.4.7 means the determination of the current market rent taking into account all associated advantages and disadvantages under arrangements made between us that reflect the net consideration passing to the Landlord from the Tenant under the Lease and associated arrangements.

**2.2.5 Payment of Rent Pending Review**

**2.2.5.1** Until the determination of Base Rent has been made, you must pay Base Rent at the rate of 90% of the amount stated in the Landlord's notice or the Base Rent payable at the date of the Landlord's notice, whichever is the greater.

**2.2.5.2** Any variation in Base Rent as the result of review under clauses 2.2.3 or 2.2.4 will take effect on the Review Date.

**2.2.5.3** Within 14 days of the determination, we must refund any overpaid Base Rent or you must pay any shortfall.

**2.3 Goods and Services Tax**

**2.3.1** In this clause:

"**Input Tax Credit**" means any GST paid on the supply of goods, services or other things for which the recipient of the supply is entitled to a refund or a credit against other GST otherwise payable by that person;

"**Tax Invoice**" means an invoice for the supply required by the GST law to support a claim by the recipient for an Input Tax Credit for the GST on the payment.

**2.3.1.1** in addition to the Base Rent, you must pay to us an additional amount equal to the GST payable by us on the Base Rent;

**2.3.1.2** if GST is payable on any amount payable by you to us under this Lease other than the Base Rent then, in addition to the relevant amount, you must pay to us an additional amount equal to the GST payable by us on that payment less any Input Tax Credits to which we are entitled in respect of the original supply to which the payment relates;

**2.3.1.3** additional amounts payable under paragraphs 2.3.1.1 or 2.3.1.2 must be paid on the due date for payment of the Base Rent or other amount; and

**2.3.1.4** if the item or the GST applies to an expense, referable to an area greater than the Premises, then you will pay the proportion attributable to the Premises determined in accordance with the proportion that the area of the Premises bears to the area the expense is incurred in respect of.

**2.3.1.5** We shall provide you with a Tax Invoice in respect of any payment made under this clause.

**2.4 Specific Tenancy Charges**

You must pay to us our assessment for trade waste water by measure and other costs incurred or reasonably determined by us to have been incurred in respect of the Premises as a result of a particular use by you of the Premises.

**2.5 Services**

You must pay on time for all services supplied to the Premises including water electricity gas and telephone.

**2.6 Government Duties and Costs**

You must pay government duties and costs.

**2.6.1 Government Duties**

Government duties include stamp duties and registration fees payable on the Lease, on an assignment of Lease (including a deed of consent), a subletting (including a deed of consent), a licence (including a deed of consent) and on the surrender or termination of the Lease other than at the expiry date.

**2.6.2 Costs**

Costs include our reasonable legal and other costs, charges and expenses incidental to:

**Title Reference 50923090**

- 2.6.2.1** preparation, negotiation, stamping and registration of the Lease;
- 2.6.2.2** an application for consent even if consent is not given;
- 2.6.2.3** an assignment, subletting or dealing with the Lease even if the dealing does not proceed;
- 2.6.2.4** a surrender or termination of the Lease other than at the expiry date;
- 2.6.2.5** preparation of a plan for inclusion in the Lease.

**2.7 Bank Guarantee**

**2.7.1 Giving a Bank Guarantee**

You must give to us before the commencement date a bank guarantee which:

- 2.7.1.1** is unconditional and irrevocable;
- 2.7.1.2** is for an amount not less than the secured sum in Item 9;
- 2.7.1.3** has a termination date of not less than one month after the expiry date; and
- 2.7.1.4** is assignable.

**2.7.2 Use of Guarantee**

We may use the bank guarantee to recover loss if you (in our sole opinion acting in good faith) do not comply with any obligation under the Lease. We may (without notice to you and provided that we act in good faith) demand payment by the bank of an amount equal to our loss. For clarity, it is not a precondition to the exercise of our rights under this clause that a Court determines whether an actual breach has occurred.

**2.7.3 Replacement**

You must either replace or provide a further guarantee for any amount drawn down on the guarantee within 7 days of receiving notice from us.

**2.7.4 End of Lease**

We must return the guarantee (or the part of the guarantee not drawn down) one month after the expiry date.

**2.7.5 Sale**

If we sell the Building:

- 2.7.5.1** We have no personal liability to you for handing over the guarantee;
- 2.7.5.2** We may assign the guarantee to the purchaser;
- 2.7.5.3** You must (at our expense and at our request) either:
  - (a) enter into any document required by the purchaser to effect the assignment; or
  - (b) provide a replacement guarantee in a form acceptable to us in favour of the purchaser.

**2.8 Interest**

Unless prohibited by law you must pay as additional rent interest on any overdue amount to us.

**2.8.1 When and How Interest is Calculated**

Interest will be calculated on the first business day of each month on each daily balance due but not paid by you to us on any account from the due date of the payment until payment in full is received.

**2.8.2 Rate**

The rate of interest is equivalent to the Commonwealth Bank of Australia indicator lending rate plus 2%.

**2.8.3 Capitalization**

Unpaid interest is capitalized on the last day of each month.

**3. USE OF PREMISES**

**3.1 Permitted Use**

You must:-

**Title Reference 50923090**

- 3.1.1** use the Premises only for the purpose in Item 10 and for associated storage.
- 3.1.2** comply with laws and requirements of authorities in connection with the Premises your business our property and the use and occupation of the Premises.
- 3.1.3** operate and conduct the business in a proper, orderly and businesslike manner and keep the Premises properly staffed and stocked.
- 3.1.4** not hold or permit any auction, bankruptcy, fire or closing down sale to be held on the Premises.

**3.2 Proper Use of Facilities**

You must use the toilets, sinks, drainage and plumbing facilities in the Premises only for the purpose for which they were constructed or provided and must not deposit any rubbish in them. You must make good any damage you cause promptly at your cost and to our reasonable satisfaction. You must prepare or cook food only in an area installed for that purpose.

**3.3 Noxious Use**

You must not do anything that is unlawful, dangerous or offensive.

**3.4 Signs**

**3.4.1 Display of Signs**

You must not:

- 3.4.1.1** display any signs on the exterior or on the interior face of the Premises;
- 3.4.1.2** use any picture or likeness of the Building or the Premises for any advertisement other than as the address or place of business of you

without our prior written consent.

**3.4.2 Consent**

We will consent to signs which are of a standard and quality in keeping with the Building and which state your trading name.

**3.5 Use of Outside of the Premises**

**3.5.1 Our Consent**

You must not:

- 3.5.1.1** install anything on the outside of the Premises;
- 3.5.1.2** use or allow to be used audio or visual equipment which can be heard or seen from outside the Premises;

without our prior written consent.

**3.6 Cleaning**

You must:

- 3.6.1** at your expense keep the Premises clean and tidy ;
- 3.6.2** store and keep all waste and rubbish in proper receptacles and make sure the rubbish is removed regularly.

**3.7 Air Conditioning**

If we provide air conditioning to the Premises:

- 3.7.1** you must comply with our reasonable requirements in relation to the plant and must not do anything which might interfere with or impair its efficient operation;
- 3.7.2** you must allow us to enter the Premises at any time to install remove examine or repair the plant but we must not cause any undue interference to the conduct of your business;

**Title Reference 50923090**

#### **4. RISK AND INSURANCE**

##### **4.1 Insurance**

You must have current insurance for all the following:

- 4.1.1** public liability insurance policy for \$20,000,000.00;
- 4.1.2** industrial special risks policy for the usual risk and covering property owned by you for its full value;
- 4.1.3** plate glass for its replacement value.

##### **4.2 Evidence**

If we ask, you must give us evidence of the insurance.

##### **4.3 Increase in Premium**

You must not do anything that may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

##### **4.4 Inflammable Substances**

You must not store or use chemicals inflammable liquids acetylene gas alcohol or volatile or explosive substances on the Premises unless that is in the normal course of your business.

##### **4.5 Fire Regulations**

You must:

- 4.5.1** comply with insurance sprinkler and fire alarm regulations;
- 4.5.2** pay to us the cost of any alterations to the sprinklers or fire alarm installation which may become necessary by reason of the non-compliance by you with the regulations of a local authority the requirements of the Insurance Council of Australia or of our insurer.

#### **5. RELEASE**

##### **5.1 Own Risk**

You occupy and use the Premises at your own risk. You also carry out building work in the Premises at your own risk.

##### **5.2 Release**

You release us and our agents and employees from any action or demand due to any damage, loss, injury, or death, occurring in the Premises or the Building, except to the extent that we or they cause this by an act or negligence.

##### **5.3 Indemnity**

You indemnify us against any action or demand due to any damage, loss, injury, or death, caused by:

- 5.3.1** your act or negligence; or
- 5.3.2** your use or occupation of the Premises or the Building

except to the extent that we caused this by an act or negligence.

#### **6. REPRESENTATIONS**

##### **6.1 Warranty**

You warrant that you have not been induced to enter into this Lease by any representation (verbal or otherwise) made by or on behalf of us which is not set out in this Lease.

##### **6.2 Acknowledgment**

You acknowledge that you have had the opportunity prior to signing this Lease to include in this Lease details of all representations and statements that have been made by us or our agents or employees and that this Lease contains all representations and statements made by or on behalf of us which have influenced your decision to enter into this Lease.



**Title Reference 50923090**

### **6.3 Reliance**

You acknowledge that we have entered into this Lease in reliance on your warranty in clause 6.1 and the acknowledgement in clause 6.2.

## **7. ASSIGNMENT AND SUBLETTING**

### **7.1 Consent**

You must not:

- 7.1.1** assign the Lease;
- 7.1.2** give a sublease, licence or concession; or
- 7.1.3** part with possession of the whole or part of the Premises

without our written consent.

### **7.2 Consent to Assignment**

Our consent will be given if:

- 7.2.1** you give us written notice of that intention; and
- 7.2.2** you prove the proposed assignee is a respectable and financially sound person with retailing skills and financial capacity comparable to that of you and proposes to use the Premises for the permitted use; and
- 7.2.3** you and the assignee enter into a Deed with us (before the assignment) in the form required by us containing:
  - 7.2.3.1** a covenant that the assignee will comply with your covenants in the Lease; and
  - 7.2.3.2** a release by you and the guarantors of any claim you or they may then or subsequently have against us; and
- 7.2.4** you ensure that (before the assignment) the assignee gives to us:
  - 7.2.4.1** the indemnities and bank and personal guarantees that we require; and
  - 7.2.4.2** a copy of the executed and stamped Transfer of Lease or Deed of Assignment of Lease (as appropriate) under which the Lease is assigned; and
- 7.2.5** you pay to us a non-refundable fee to cover administrative expenses and also the costs (including solicitor and own client legal costs) and disbursements covering the matters referred to in this Clause.

### **7.3 Corporation**

If you are a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 619 691) a change in the effective control of you is deemed to be an assignment of this Lease.

### **7.4 Mortgage of Lease**

You must not use the Lease or your fixtures as security or permit any sublessee or licensee to do the same in respect of any sublease or licence, or any interest of the sublessee in the sublease or licence or in any part of the Premises without our consent.

## **8. REPAIRS AND ALTERATIONS**

### **8.1 Good Repair**

You must at your expense:

#### **8.1.1 Maintain**

Keep the Premises and our fixtures (excluding air conditioning) in good repair and working order except if the Premises are damaged by reasonable wear and tear or fire, lightning, storm, tempest, earthquake, explosion, riot, civil commotion, act of God or war.

**Title Reference 50923090**

**8.1.2 Refurbishment**

Within 2 months of receipt of a written request from us refurbish the premises to a standard in keeping with the Building. Refurbishment may include new finishes to internal walls, new floor coverings, new signs and lighting, new fixtures and fittings.

**8.2 Structural Work**

You are not obliged to do structural work unless the work is required because of:

- 8.2.1 your act neglect or default;
- 8.2.2 your use of the Premises;
- 8.2.3 the number and sex of your employees;
- 8.2.4 an express requirement to do structural work in this Lease.

**8.3 Specific Repairs**

You must promptly and at your expense:

- 8.3.1 Repair and replace all:
  - 8.3.1.1 broken glass (irrespective of the cause) including exterior show windows with glass of the same quality;
  - 8.3.1.2 damaged, broken or worn out heating lighting electrical equipment;
  - 8.3.1.3 malfunctioning plumbing installed on the Premises.

**8.3.2 Undertake pest control**

You must undertake pest control of the premises as reasonably required by us.

**8.4 Alterations Equipment and Partitions**

You must not:

- 8.4.1 make any structural alteration or addition to the premises;
- 8.4.2 install any equipment or appliance to provide water, gas, electrical wiring, lights, air-conditioning, heating, cooling or ventilating in the premises;
- 8.4.3 damage the Premises;
- 8.4.4 install any partitioning

unless you comply with our requirements and those of public authorities.

**8.5 Inspection**

We may enter the Premises at reasonable times after giving you reasonable notice, or in the case of emergencies without notice and view their state of repair.

**8.6 Notice of Repair**

We may serve you with a written notice requiring you to repair a defect within a reasonable time which you are responsible to repair under the Lease.

**8.7 Repair**

We and all those we authorise may enter the Premises to carry out repairs renovations maintenance or alterations to the Premises which are reasonably necessary at reasonable times after giving you reasonable notice or in the case of emergencies without notice.

We must cause as little inconvenience to you as is practicable in the circumstances.

**8.8 Repair at the End of the Lease**

You must:

**Title Reference 50923090**

- 8.8.1** give the Premises back to us in good repair and working order having regard to their condition at the commencement of this Lease clean and free from rubbish;
- 8.8.2** make good any damage then existing to the Premises to comply with this Clause to our reasonable satisfaction subject only to reasonable wear and tear;
- 8.8.3** remove any signs displayed outside or inside the Premises and make good any damage caused by the installation of signs or their removal to our reasonable satisfaction.

**8.9 Your Fixtures at the End of the Lease**

**8.9.1 Removal of Property**

You must remove your fixtures and property from the Premises when the Lease ends.

**8.9.2 Make Good**

You must not damage the Premises or the Building by the removal and must immediately make good at your cost any damage to our reasonable satisfaction.

**8.9.3 Fixtures**

Your fixtures which are not removed by the termination date are our property.

**8.9.4 Removal**

We may at your expense remove and dispose of your fixtures if you do not remove them.

**9. DEFAULT**

**9.1 Essential Terms**

The essential terms of the lease are Clauses 2.1, 2.2, 2.3, 2.4, 2.6, 2.7, 2.8, 3.1, 3.2, 4.1, 7.1, 7.3, 8.1 and 8.3.

**9.2 Our Right to Terminate**

We may terminate the Lease by giving you notice or by re-entry if you breach the lease and do not remedy that breach (if it is able to be remedied) within 28 days of us giving you notice to remedy the breach.

**9.3 Damages**

If you breach the Lease, you indemnify us against any liability or loss arising and any cost (including solicitor and own client legal costs) incurred (whether before or after termination) in connection with:

- 9.3.1** your breach of the Lease; or
- 9.3.2** the termination of the Lease;

including our loss of the benefit of you performing your obligations under the Lease from the date of termination until the expiry date.

We must mitigate our loss.

**9.4 Set Off**

If you make any default in the payment of rent or any other money payable under this Lease to us, we may set off that amount against any money which may be payable by us to you on any account in connection with this Lease. Any set off by us does not relieve you from your default.

**9.5 Our Rights Against Your Property**

**9.5.1 Removal of Property**

If the lease ends you must immediately remove all your fixtures and property from the Premises.

**9.5.2 Our Right to Remove Property**

If you fail to remove your fixtures and property immediately we may remove it at any time and store or sell it at your cost.

**9.5.3 Deduction from Sale Proceeds**

We may deduct from the proceeds of the sale:

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**9.5.3.1** the proportion of rent and other money which would otherwise have been payable from the day on which we became entitled to re-enter the Premises until the day on which all of your fixtures and property were removed; and

**9.5.3.2** all costs incurred by us in connection with any storage or sale of your fixtures and property.

**10. RESUMPTION DESTRUCTION OR DAMAGE TO THE BUILDING OR PREMISES**

**10.1 Resumption**

We or you may terminate the Lease by written notice to the other if the Building or any part of it is taken for public purposes by a competent authority so as to render same substantially unfit for occupation by you or substantially inaccessible.

**10.2 Destruction or Damage**

If the whole or any part of the Building is destroyed or damaged and as a result the Premises are unusable or inaccessible then you may request us to rebuild the Premises by notice to us.

**10.3 No Rebuilding**

**10.3.1** If we decide not to rebuild the Premises we must notify you of that decision within 7 days of making it. Us or you may terminate the Lease by 7 days notice to the other if we:

**10.3.1.1** do not rebuild the Premises within a reasonable time after receiving your request to rebuild; or

**10.3.1.2** notify you of our decision not to rebuild the Premises.

**10.3.2 No Obligation to Rebuild**

We have no obligation to rebuild the Building or the Premises or to make them fit for occupation. Expenditure by us on rebuilding or refitting is not an operating expense.

**10.4 Your Damage**

You cannot terminate the Lease under this Clause and must pay rent and other money under the Lease if you caused or contributed to (other than in a nominal way) the destruction or damage or if our insurer refuses to indemnify us for the destruction or damage as a result of the actions or default by you.

**10.5 Effect of Termination**

This termination does not affect either party's rights concerning any previous breach or matter.

**10.6 Adjustment for Unusable Premises**

When the Premises or the Building is destroyed or damaged and becomes unusable or inaccessible all rent and other money payable under the Lease or a part of the rent and money proportional to the nature and extent of the damage abates. The abatement ceases when the Premises are rebuilt, and the Premises are made accessible and fit for occupation, unless the Lease is terminated under this Clause.

**10.7 Use of Part of the Premises**

You must continue to trade in part of the Premises and pay rent and other money under the Lease if that part is useable and safe, and it is practicable to do so.

**10.8 Your liability**

You remain liable to pay rent and other money under the Lease up to the date of destruction or damage and for any previous breach of the Lease.

**11. MANAGEMENT AND OPERATION OF THE BUILDING**

**11.1 Management**

We must manage and operate the Building in a professional and competent manner.



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**11.2 Quiet Enjoyment**

You may occupy the Premises for the term without us interrupting you except if the lease authorises us to do so.

**11.3 Common Areas**

We must do all we can to keep the Common Areas tidy.

**11.4 Maintenance**

We reserve the right:

**11.4.1** to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run water, air, electricity, drainage, gas and other services through the pipes, ducts, conduits and wires; and

**11.4.2** to enter onto the Premises to exercise these rights.

We must cause as little inconvenience to you as is practicable in the circumstances when exercising these rights.

**11.5 Building work**

**11.5.1 Works**

We may do

**11.5.1.1** repairs and maintenance to the Building;

**11.5.1.2** building work to extend the Building;

**11.5.1.3** where the lease allows or the law requires, building work on the Premises.

**11.5.2 Release by You**

If any of the building works were disclosed to you before the commencement date of the lease you may not make any claim against us in relation to (and you release us from any liability resulting from) the building works.

**12. CONSENT OR APPROVAL**

Any consent or approval by us must be in writing and we must not unreasonably withhold consent or approval required for you to do or execute an act or thing under the Lease or the Rules.

**13. NOTICE BEFORE WE ARE LIABLE**

We are not in default of a remediable breach under this Lease unless:

**13.1** you have given notice to us of the breach; and

**13.2** we have failed within a reasonable time after receipt of the notice to remedy the breach;

despite anything in the Lease to the contrary.

**14. TRUST**

**14.1 Trustee**

We enter the lease as trustee of a trust. We will be liable under the lease only up to the extent to which we are indemnified out of the assets of the trust.

**14.2 Liability**

We are only personally liable if we are fraudulent, negligent or in breach of trust. If we are not personally liable, you must not sue us personally or seek to wind us up to recover any outstanding money.

**15. OPTION OF RENEWAL**

**15.1 Option**

If Item 11 of the Information Schedule contains a further term and you:

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- 15.1.1** wish to lease the Premises for a further term;
- 15.1.2** give notice to that effect to us not more than 6 months and not less than 3 months before the Term expires; and
- 15.1.3** have not breached an essential term of this Lease;
- we will grant a lease of the Premises ("further lease") to you upon the same terms and conditions as this Lease.

**15.2 Further Lease**

In the further lease, the Information Schedule will be varied as follows:-

- |                                       |                                                                                |
|---------------------------------------|--------------------------------------------------------------------------------|
| <b>Item 6</b> Expiry date:            | The date stated as such in Item 11 of this lease                               |
| <b>Item 7</b> Base Rent:              | An amount to be determined by following the procedure set out in clause 2.2.4. |
| <b>Item 8</b> Review Date and Method: | The dates and methods stated in Item 11 of this lease.                         |
| <b>Item 11</b> Option to Renew:       | Not applicable                                                                 |

**15.3 Omission of this Clause 15**

This clause 15 will be omitted from the further lease.

**15.4 Parties to Sign Further Lease**

An instrument of amendment under section 67 of the *Land Title Act* 1994 or a further lease must be signed within a reasonable time after service on us of a notice under clause 15.1.2.

**16. Protection of Option**

- 16.1** Prior to transferring its interest in the Land or any part of it during the Term or any further term containing a right of renewal we must obtain a signed deed from the transferee containing covenants in favour of you that the transferee:
- 16.1.1** will be bound by any rights of renewal contained in this Lease;
- 16.1.2** will be bound by the terms of this Lease as landlord; and
- 16.1.3** will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

**17. LICENCE AREA**

We grant to you a non-exclusive licence to use the Licence Area for car parking of staff and customers during the currency of this lease. The provisions of this lease shall apply mutatis mutandis to the Licence Area.

**18. INTERPRETATION**

**18.1 In this lease:-**

- singular includes the plural and vice versa;
- a gender includes other genders;
- person includes companies;
- a person includes the person's executors administrators successors assigns substitutes and persons who take by novation;
- where a party is more than one person each person is bound as an individual and they are all bound together;
- headings have been inserted for guidance only and do not affect the interpretation of this Lease;
- statute includes its amendments and replacements and regulations under it;
- defined words have the meaning given them in this Lease whether written in the upper case, lower case, or both upper and lower case.
- the expressions in the Information Schedule have the meaning set opposite to them

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**18.2 Time**

Anything to be done on Saturday or a Sunday or a public holiday in Queensland may be done on the next day which is not a Saturday, Sunday or public holiday.

**18.3 Law**

This Lease is governed by the laws of Queensland.

**19. DICTIONARY**

**Accounting Year** means each year during the term of the Lease which ends on 30 June or such other date as we choose.

**Building** means the:

- commercial Building operated by us;
- structures and equipment; and
- amenities,

owned by us on the land in Item 2 of the Form 7.

**CPI** means the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics. If the CPI no longer exists it means an index that the President of the Law Society of Queensland Inc. decides reflects changes in the cost of living in Australia.

**GST** means a goods and services or any similar tax imposed at the point of sale or time of acquisition.

**Items** means the items in the Information Schedule.

**Licence Area** means the area as hatched on the plan attached hereto marked Annexure "B".

**Premises** means the premises described in Item 4 and our property installed in the Premises.

**Manager** means the person appointed by us as manager of the Building including a person he or she authorises.

**Rules** means the rules of the Building as made by us with variations.

**Review Date** means the date or dates specified in Item 8.

**Us or We** means the Lessor unless the context otherwise requires.

**You** means the Lessee.

**SCHEDULE**

**Title Reference 50923090**

**Annexure A  
Plan**



**SCHEDULE**

**Title Reference 50923090**

**Annexure B  
Licence Area**