

*Sign
witness
Post to FWS*

DATED:.....2020

**PETER LLOYD MELVILLE AND DENISE KAY MELVILLE
AS TRUSTEES OF THE NORBROOK SUPERANNUATION FUND**

"Lessor"

PETER LLOYD MELVILLE AND DENISE KAY MELVILLE

"Lessee"

- DEED -

EXTENSION OF LEASE

FINEMORE WALTERS & STORY

Solicitors

31 Woongarra Street

BUNDABERG 4670

Ph: (07) 4153 0000 Fax: (07) 4153 0017

THIS DEED is made this

day of

2020

PARTIES: **PETER LLOYD MELVILLE AND DENISE KAY MELVILLE AS TRUSTEES OF THE NORBROOK SUPERANNUATION FUND**
 ("Lessor")

AND **PETER LLOYD MELVILLE AND DENISE KAY MELVILLE**
 ("Lessee")

RECITALS:

- A. The Lessor and the Lessee are the parties to the Lease.
- B. The Lease provides inter alia for an option to extend the Original Term [Clause 16.1 of the Lease] for the Extended Term.
- C. (a) The Lessee has given notice pursuant to Clause 16.1 of the Lease the Lessee wishes to extend the Lease for the Extended Term.
 (b) The parties have agreed on the rent payable for the Extended Term.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed:

"**Deed**" means this document including any schedule or annexure to it.

"**Extended Term**" means the period from 10 June 2018 to 9 June 2023.

"**Lease**" means the documents referred to in the Schedule hereto.

"**Lessee**" means Peter Lloyd Melville And Denise Kay Melville.

"**Lessor**" means Peter Lloyd Melville and Denise Kay Melville as Trustees under Instrument No.711719520 of The Norbrook Superannuation Fund.

"**Original Term**" means the period from 10 June 2008 to 9 June 2013.

1.2 Interpretation

- words importing the singular number include the plural and vice versa;
- words importing one gender include the other genders;

- words denoting persons include any person, firm, company, corporation, government, governmental authority, state or agency of a state or any association or partnership (whether or not having corporate legal personality) or any two or more of the above;
- references to legislation or a legislative provision including change or re-enactment of the legislation or a legislative provision substituted for the legislative provision, and legislation and statutory instruments and regulations issued under the legislation;
- “Writing” refers to any means of reproducing words in a tangible permanently visible form in the English language and “written” has a corresponding meaning;
- references to an agreement or to another contractual instrument include all subsequent amendments to it or changes in it entered into in accordance with its terms but only to the extent to which such amendments or changes are expressly or impliedly permitted by this document;
- references to a party include the party’s administrators, executors, successor and permitted assigns;
- references to a party, clause or schedule refer, unless otherwise indicated, to a party to, a clause of or a schedule to this document;
- headings are used for convenience only and do not affect the interpretation of this document;
- where a word or phrase is given a definite meaning a part of speech or other grammatical form for that word or phrase has a corresponding meaning;
- references to an amount of money are references to the amount in the lawful currency of the Commonwealth of Australia;
- references to a time and date concerning the performance of an obligation by a party are references to the time and date in Bundaberg, Queensland even if an obligation is to be performed elsewhere;
- references to a business day refer to a day which is not a Saturday, Sunday, or public holiday, and where the day on or by which anything is to be done is not a business day or in the place where that thing is to be done that thing must be done on or by the next business day;
- references to this document include any schedules and annexures to this document and any contracts, deed or agreements for which provision is made in or by virtue of this document.

2. EXTENSION OF LEASE

2.1 The Lessor and Lessee agree:

(a) The option in respect of the Extended Term has been exercised by the Lessee.

(b) The Rent for the Extended Term will be:

(i) First Rental Year (10/06/2018 to 9/06/2019) - the sum of \$20,000.00 (exclusive of GST);

(ii) for each subsequent Rental Year of the Extended Term - in accordance with clause 16.2 of the Lease.

(c) The option to extend the Term of the Lease for a further period of 5 years in clause 16 of the Lease will continue to apply but in respect of the period from 10 June 2023 to 9 June 2028.

(d) Subject to the preceding clauses, all of the covenants and conditions of the Lease will continue to apply and the Lessor and the Lessee covenant with each other that they will respectively perform and observe those covenants and conditions.

3. GENERAL

3.1 Further Assurance

Each of the parties must give all documents and do all other things necessary to give effect to the provisions of this document.

3.2 Joint and several liability

Where a party to this document consists of two or more persons, obligations bind each of them severally and all of them jointly and rights benefit each of them severally and all of them jointly.

3.3 Amendments

No modification, variation, amendment or alteration of this document is of any force or effect unless the modification, variation, amendment or alteration is in writing and is executed by all parties to this document.

3.4 Governing Law

This document is made in the State of Queensland and is to be construed with reference to the laws for the time being in force in Queensland the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

3.5 Successors

This document is binding on and enures to the benefit of the parties and their administrators, executors and respective successors.

3.6 Prohibition

If a party is prohibited from doing any matter act or thing, that party is also prohibited from permitting or suffering the matter act or thing.

3.7 Waiver

No failure, delay, relaxation or indulgence on the part of a party in exercising a power or right conferred by this document operates as a waiver of the power or right and no single or partial exercise of a power or right and no single failure to exercise precludes any other or future exercise of the power or right or the exercise of any other power or right.

3.8 Severability

If it is held by a court of competent jurisdiction that:

- (a) a part of this document is void, voidable, illegal or unenforceable; or
- (b) this document would be void, voidable, illegal or unenforceable unless a part of this document were severed from this document;

that part is severed from and does not affect the continued operation of the rest of this document unless to sever that part would change the principal commercial purpose of this document.

3.9 Counterparts

This document may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

3.10 Binding on signatories

Each signatory to this document is bound to the full extent provided in this document even if one or more of the persons named in this document as a party do not execute this document and even if the execution of this document by one or more of such persons (other than the person sought to be made liable under this document) is or becomes void or voidable.

3.11 Warranty of authority

Each person signing this document as attorney for a party by so doing warrants to the other parties that as at the time of signature by him, he has not received any notice or information of the revocation of the power of attorney appointing him. Each person signing this document as an authorised officer or agent of a party by so doing warrants to the other parties that as at the time of signature by him he has full authority to execute the document on behalf of that party.

3.12 Non-merger

None of the terms of this document and no act matter or thing done under or by virtue of or in connection with this document operates as a merger of any right or

remedy of a party in or under this document and all such rights and remedies continue at all times in full force and effect.

3.13 No moratorium

Any provision of a law in force from time to time by which or in consequence of which a power, right, discretion, remedy or obligation of a party under this document may be curtailed, suspended, postponed, defeated or extinguished (including without limiting the generality of the foregoing all moratorium legislation and any law which might otherwise modify the obligations of a party under a doctrine of force majeure) does not apply to this document and is expressly excluded but only so far as this lawfully can be done. If any law in force from time to time requires that notice be given or that a period of time expire before the exercise of a power or remedy by a party, that requirement, if this document requires, is hereby expressly negated and excluded to the full extent permitted by law and if a requirement cannot by law be negated or excluded it is hereby abridged to the full extent permitted by law or to the period of twenty-four (24) hours, whichever is the greater.

3.14 Execution of Facsimile Copy Acceptable

A party may execute this document by signing a facsimile copy of this document and causing to be delivered to the other parties a facsimile copy of the document (including a facsimile copy of the page containing the signature) signed by the first mentioned party.

3.15 Notices

- (a) Each party notifying or giving notice under this document must do so:
- (1) in writing;
 - (2) addressed to the address of the recipient specified in this document as altered by notice in accordance with this clause, and
 - (3) hand delivered or sent by prepaid post to that address or sent by facsimile transmission.
- (b) A notice given in accordance with preceding sub clause is received:
- (1) if hand delivered, on the date of delivery;
 - (2) if sent by prepaid post, three (3) days after the date of posting; and
 - (3) if sent by facsimile transmission, on the day the transmission is sent (but only if the sender has a confirmation report specifying a facsimile number of the recipient, the number of pages sent and the date of transmission).

4. COSTS AND STAMP DUTY

- 4.1 The costs and outlays of and incidental to the preparation execution and stamping of this Deed (including the costs of the Solicitors for the Lessor) shall be paid by the Lessee.

"SCHEDULE"

"Lease"

1. **Lease** dated 9 November 2012 between the Lessor and the Lessee.
2. **Deed of Extension of Lease** dated 3 June 2013 between the Lessor and the Lessee.

EXECUTED AS A DEED

SIGNED)
by **PETER LLOYD MELVILLE AS TRUSTEE**)
this day of)
2020 in the presence of:)

x

Witness

SIGNED)
by **DENISE KAY MELVILLE AS TRUSTEE**)
this day of)
2020 in the presence of:)

DK Melville

x

Witness

SIGNED)
by **PETER LLOYD MELVILLE**)
this day of)
2020 in the presence of:)

x

Witness

SIGNED)
by **DENISE KAY MELVILLE**)
this day of)
2020 in the presence of:)

DK Melville

x

Witness

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.

1. Lessor PETER LLOYD MELVILLE AND DENISE KAY MELVILLE AS TRUSTEES UNDER INSTRUMENT 711719520	Lodger (Name, address, E-mail & phone number) FINEMORE WALTERS & STORY Solicitors, 51 Woongarra Street [P O Box 704] Bundaberg. 4670 Tel [07 41530031], Fax [07 41530017] Email: dnr@fws.com.au Ref: RMS:Lyn	Lodger Code BG915
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2. Lot on Plan Description	County	Parish	Title Reference
LOT 4 ON RP 31532	COOK	SOUTH KOLAN	11884073

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
PETER LLOYD	MELVILLE	
DENISE KAY	MELVILLE	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
THE WHOLE OF THE LOT DESCRIBED IN ITEM 2 ABOVE

6. Term of lease Commencement date/event: 10/06/2008 Expiry date: 9/06/2013 #Options: 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration SEE SCHEDULE
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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

Lynette Fay Horley signature
Lynette Fay Horley full name
JP (COND E) qualification

Witnessing Officer

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

9, 11, 12 *P Melville*
 Execution Date Lessor's Signature
DK Melville

9. Acceptance

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

Lynette Fay Horley signature
Lynette Fay Horley full name
JP (COND E) qualification

Witnessing Officer

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

9, 11, 12 *L F Melville*
 Execution Date Lessee's Signature
DK Melville

Title Reference [11884073]

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

/ /
Execution Date

.....
Lessor's Signature

Witnessing Officer

(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

/ /
Execution Date

.....
Lessee's Signature

Witnessing Officer

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

Title Reference [11884073]

1. DEFINITIONS, INTERPRETATION AND HEADINGS

1.1 Definitions

In this Lease unless the contrary intention appears:

"Act" means the Sugar Industry Act 1999;

"Agents" means in relation to either party, their respective directors, secretary and other officers, agents, employees, consultants and contractors;

"Authority" means any court, or any State, Federal or Local government, statutory or public authority, instrumentality or body or any other person having jurisdiction over the Demised Premises, or the Land or any part of them or anything in relation to them;

"Cane Supply Contract" means a Cane Supply Contract entered into between the Lessor or the Lessee and the Mill Owner in respect of the supply of sugar cane grown on the Land;

"Commencement Date" means the date specified as such in Item 6 of the Form 7 in this Lease;

"Demised Premises" means the land described in Item 5 of the Form 7 in this Lease and includes the Lessor's Fittings;

"Environmental Laws" means any present or future Act of the Queensland or Commonwealth Parliament and the regulations, ordinances or by-laws or by any consents, permits, licences or authorisations granted by any State or Federal Government, Local Authority, statutory or public authority instrumentality or body or other person having jurisdiction over or in respect of the Demised Premises which is designed to or has the purpose of protecting the Environment;

"Expiry Date" means the Expiry Date specified in Item 6 of the Form 7;

"GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;

"GST" means a goods and services tax under the GST Act;

"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;

"Land" means the land described in Item 2 of the Form 7 in this Lease;

"Lease" means the Form 7 to which this document is a schedule, this schedule, the plan annexed (if any) and, where this Lease is required to be registered to pass a legal estate or interest to the Lessee but is not registered for any reason (including the neglect or default of the Lessor or of any person acting on behalf of the Lessor) any tenancy or obligations arising in contract, by operation of law or in equity;

"Lessee" means the person named as such in Item 3 in the Form 7 in the Lease;

"Lessee's Equipment" means all fixtures, fittings, plant, equipment or other articles and chattels now or in the future installed or situated in or about the Demised Premises, which are installed or purchased by or otherwise acquired by or on behalf of or at the expense of the Lessee;

"Lessor" means the person named as such in Item 1 in the Form 7 in the Lease;

"Lessor's Fixtures" means all improvements erected by the Lessor on the Demised Premises (if any) including all buildings, sheds, fences, dams, underground irrigation, pumps and motors;

"Mill Owner" means the mill owner to whom the Lessee is required to supply Sugar Cane grown on the Demised Premises during the Term;

"Permitted Use" means the growing of sugar cane;

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"Rates" means:

- (a) all rates on the Land levied by the local authority; and
- (b) all levies on the Land levied under the Fire Services Act 1989.

"Rent" means the rental payable under this Lease;

"Rental Year" means each separate year of the Term, the first of such years commencing on the Commencement Date and each subsequent year commencing on the same date of each successive year;

"Statute" means any present or future Act of the Queensland or Commonwealth Parliament and any regulations, ordinances or by-laws made by any Authority;

"Sugar Cane" means the sugar cane now growing or hereafter to be grown on the Demised Premises;

"Tax Invoice" means an invoice for the supply required by the GST law to support a claim by the recipient for any tax credit or the GST on the payment;

"Term" means the period of time specified in item 6 of Form 7 of this Lease from the Commencement Date and to the Termination Date (both inclusive);

"Termination Date" means the date specified as the Expiry Date in Item 6 of the Form 7 in this Lease;

"Valuer" means a person who:

- (a) is a full member, and has been for not less than five years, of the Australian Institute of Valuers and Land Economists (Queensland Division);
- (b) is the holder of a current licence or registration to practice as a valuer; and
- (c) has had frequent experience during the previous three years in valuing premises of the nature of the Demised Premises and sugar cane crops; and

"Water Entitlements" means all water allocations, licences, bores and permits attaching to the Demised Premises or used in connection with the Demised Premises.

1.2 **Interpretation**

In this Lease, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (c) a reference to any gender includes all genders;
- (d) a reference to a recital, clause, schedule or annexure is a recital, clause, schedule or annexure of or to this Lease;
- (e) a recital, schedule, annexure or a description of the parties forms part of this Lease;
- (f) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (g) references to Statutes include all statutory instruments issued under that Statute and any amendment to or replacement of that Statute;

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- (h) a reference to any party to this Lease or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (j) headings are for convenience of reference only and do not affect interpretation.

2. TERM

2.1 Lessee to Occupy Demised Premises During Term

The Lessor leases the Demised Premises to the Lessee for the Term to be used and occupied in accordance with the provisions of this Lease.

3. RENT

3.1 Rent

The Rent for each year of the Term of the Lease shall be the sum of \$30,000-00 per annum (exclusive of GST).

3.2 Payment of Rent

The Rent for each Rental Year must be paid in arrears on the last day of each Rental Year.

3.4 Method of Payment

All instalments of Rent must be paid at the place and by the means as the Lessor from time to time directs in writing. All payments must be made punctually without formal demand and any deduction or right of setoff.

4. OUTGOINGS

4.1 Lessee to Pay Charges

The Lessee must pay by their respective due dates all:

- (a) local authority rates, charges and fire levies issued in respect of the Demised Premises; and
- (b) insurance premiums payable under any policy taken out by the Lessor in respect of the Demised Premises; and
- (c) other costs, taxes or imposts imposed or separately charged by any law or by any Authority in relation to the Demised Premises in respect of the conduct of the Lessee's business in and from the Demised Premises; and
- (d) costs and charges relating to the Water Entitlements including usage charges; and
- (e) costs for all regular, special or unusual services, including (without limitation) for all sources of energy, electricity, gas, oil, water and telephone separately supplied, metered, consumed or connected to, in or on the Demised Premises.

5. GST

- 5.1 (a) In addition to the Rent the Lessee must pay to the Lessor an additional amount equal to the GST payable by the Lessor on the Rent;
- (b) If GST is payable on any amount payable by the Lessee to the Lessor under this Lease other than Rent, then, in addition to the relevant amount, the Lessee must pay to the Lessor an additional amount equal to the GST payable by the Lessor on that payment less any Input Tax Credits to which the Lessor is entitled in respect of the original supply to which the payment relates;

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- (c) Additional amounts payable under sub clauses (a) or (b) must be paid on the due date for payment of the Rent or other amount;
- (d) If the item or the GST applies to an expense, referable to an area greater than the Demised Premises then the Lessee will pay the proportion attributable to the Demised Premises determined in accordance with the proportion that the area of the Demised Premises bears to the area the expense is incurred in respect of; and
- (e) The Lessor must provide the Lessee with a Tax Invoice in respect of the payment made under this clause a reasonable time prior to the due date for payment of rent or any other amount.

6. USE OF DEMISED PREMISES

6.1 Permitted Use

The Lessee must not without the prior consent of the Lessor:

- (a) use the Demised Premises other than for the Permitted Use; or
- (b) do or permit any act causing a nuisance, disturbance, interference or damage to the Lessor or occupiers of the Land or to occupiers of land in the vicinity of the Land.

6.2 Water Entitlements

- (a) The Lessor must provide the Lessee with the benefit of its interest in the Water Entitlements, but subject to such restrictions and requirements as may from time to time be in force with respect to the use of them.
- (b) The Lessee must not do or omit to do anything which might result in the loss of, or a reduction in the Water Entitlements and on the termination of this Lease must do all such acts and things and execute all such documents as are reasonably required by the Lessor to have the Lessee's interest in the Allocation and Water Entitlements transferred to the Lessor without compensation.

6.3 Farming Practices

The Lessee must:

- (a) efficiently in proper rotation and due season, plant, cultivate, tend, fertilise and apply appropriate insecticides, pesticides and weedacides, ratoon and harvest all Sugar Cane during the Term;
- (b) properly cultivate and maintain all producing plants and crop stool;
- (c) control all pests, diseases, weeds and undergrowth;
- (d) keep the soil in good heart and condition;
- (e) implement proper soil conservation measures;
- (f) prevent its operations in or about the Demises Premises from adversely affecting neighbouring land, property or businesses;
- (g) where appropriate, properly irrigate the crops growing on the Demised Premises;
- (h) where appropriate, property fertilise the crops growing on the Demised Premises;
- (i) maintain all drains and watercourses clean and in good order, free of obstruction;

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- (j) protect the Demised Premises from fire and other damage and take steps to protect escape of fire from the Demised Premises and comply with all directions and instructions from any relevant Authority in relation to lighting of fires on the Demised Premises;
- (k) efficiently harvest all sugar cane growing on the Demised Premises which is fit for harvesting except such sugar cane as is required for replanting the Demised Premises;
- (l) deliver for crushing by the Mill Owner all sugar cane harvested from the Demised Premises; and
- (m) not without the Lessor's consent grow crops other than sugar cane of approved varieties on the Demised Premises except for the purpose of fertilising fallow land.

6.4 Statutory Regulations

The parties covenant that if a requirement under any Statute in respect of the Demised Premises or its use involves any work on the Demised Premises then:

- (a) if the requirement was caused by the Lessee's use or occupation of the Demised Premises or the nature of the business of the Lessee then the requirement must be complied with by and at the expense of the Lessee; and
- (b) in any other event the requirement must be complied with by the Lessor or the Lessor may elect to terminate this Lease by written notice to the Lessee.

6.5 Compliance with Statutes and Requirements

The Lessee must, subject to the provisions of this Lease relating to statutory approvals and statutory requirements, comply with all Statutes and Environmental Laws relating to the use of the Demised Premises, and with all requirements under any Statute in respect of the Demised Premises or its use.

6.6 Statutory Notices

The Lessee must promptly advise the Lessor in writing of any notice received from any statutory, public or local authority with respect to the Demised Premises.

6.7 First and Last Crops

- 6.7.1 The parties acknowledge the crop growing on the Demised Premises at the Commencement Date of the Lease ("the First Crop") is the Lessee's property.
- 6.7.3 As the Lessee completes harvesting of the crop in the harvesting season immediately preceding the Termination Date ("Last Crop") on each part of the Demised Premises, the Lessor has the right to enter the Demised Premises with his servants, agents, contractors together with plant and equipment to work and cultivate any ratoon and/or plant such part of the Demised Premises for the next crop.

6.8 Contract

- 6.8.1 The Lessee must comply with all of its obligations under any Cane Supply Contract relating to the Demised Premises and must indemnify and keep indemnified the Lessor in respect of any breach by the Lessee of the provisions of a Cane Supply Contract.

7. CLEANING, REPAIR AND ALTERATIONS

7.1 Cleaning and Repair

The Lessee must:

- (a) at all times keep the Demised Premises clean; and

Title Reference [11884073]

- (b) repair and keep in repair the Lessor's Fixtures, fair wear and tear and damage by storm, flood, tempest or other act of God excepted.

7.2 Alterations

The Lessee must not, without the Lessor's prior consent, make structural alterations or additions to the Demised Premises.

7.3 Improvements

Notwithstanding the provisions of Division 6 of the Property Law Act 1974, it is agreed that if the Lessee makes any improvements to the Demised Premises, it is a condition of the Lessor's consent that no compensation or reimbursement will be payable to the Lessee in respect of those improvements which remain on the Demised Premises at the termination or expiration of the Lease.

8. ACCESS BY LESSOR

8.1 Lessor's Right to Inspect

The Lessor may at reasonable times and on reasonable notice to the Lessee (except in an emergency when no notice shall be required), enter and view the Demised Premises and make reasonable investigations for the purpose of ascertaining whether or not there has been any breach of any of the obligations in this Lease.

8.2 Lessor May Carry Out Works or Repairs

The Lessor may on reasonable notice and at reasonable times (except in an emergency when no notice shall be required):

- (a) enter upon the Demised Premises and repair any part of the Demised Premises which the Lessor considers necessary or desirable; and
- (b) enter upon the Demised Premises to comply with any requirement under any statute in respect of the Demised Premises for which the Lessee is not liable under this Lease,

and in exercising those rights, the Lessor must cause no more interference with the Lessee's use and occupation of the Demised Premises than is reasonably necessary.

8.3 Lessor's Right to Remedy Defaults

If the Lessee does not pay money or do things which the Lessee is obliged to pay or do under this Lease, the Lessor may pay the money or do the thing and the Lessee must on demand reimburse the Lessor the amount of the payment and the costs incurred in paying the money or doing the thing.

9. MORTGAGING AND ASSIGNMENT

9.1 Mortgage

The Lessee must not mortgage or charge or otherwise encumber the interest of the Lessee in this Lease or in the Demised Premises without the Lessor's prior consent which must not be unreasonably refused.

9.2 Assignment of Lease

The Lessee must not during the continuance of this Lease assign the interest of the Lessee in this Lease or the Demised Premises without the Lessor's prior consent which must not be unreasonably refused.

9.3 Subletting etc

The Lessee must not sublet, part with or share possession of or grant any licence affecting or otherwise deal with or dispose of the interest of the Lessee in this Lease or the Demised Premises.

Title Reference [11884073]

10. INSURANCE

10.1 Motor Vehicle Insurance

The Lessee shall ensure that all classes of motor vehicles used in connection with the Demised Premises which are capable of registration are registered and carry:

- (a) third party property damage insurance; and
- (b) supplementary bodily injury insurance for bodily injury arising in relation to a registered motor vehicle which is not covered by the Motor Vehicle Insurance Act 1936 (Qld),

for at least \$10,000,000.00 in respect of any one occurrence.

10.2 Public Liability Insurance

The Lessee must effect and keep current:

- (a) a public liability insurance policy in respect of the Demised Premises having endorsement to include the risks and indemnities contained in this clause noting the Lessor as an interested party in the sum of Ten Million dollars (\$10,000,000.00) or any increased amount that the Lessor may from time to time reasonably require the Lessee by notice to effect for any single claim, accident or event, with an insurance office or company approved by the Lessor (such approval not to be unreasonably withheld);
- (b) a policy of insurance in the names of the Lessor and the Lessee for their respective interests to cover special industrial risks (if any) due to the specific Permitted Use of the Demised Premises by the Lessee (if any);

with an insurance office or company approved by the Lessor.

10.3 Worker's Compensation Insurance

- (a) The Lessee shall insure his liability (including his common law liability) as required under any applicable workers compensation Statute, to his employees engaged in doing anything for the purpose of executing the Lessee's rights or obligations under the Lease.
- (b) Should the Lessee engage a sub-contractor, the Lessee shall ensure that each of his sub-contractors insure their liability (including their common law liability) as required under any applicable workers compensation Statute to their employees engaged in doing anything for the purpose of executing the Lessee's rights or obligations under the Lease.

10.4 Lessor's Fittings

The Lessee shall effect insurance for loss or damage (including fusion, fire and machinery breakdown) for the Lessor's Fittings permitted to be used by the Lessee.

10.5 Copy of Policy

The Lessee will give the Lessor a duplicate copy of the public liability insurance policy immediately it is effected and a certificate of currency as and when required by the Lessor.

10.6 Lessee not to Void Insurances

The Lessee will not directly or indirectly cause to be increased the rate of any premium in respect of insurance relating to the Land, the Demised Premises or the Lessor's Improvements or vitiate or render void or voidable any insurance of the Lessee or Lessor.

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11. RELEASE AND INDEMNITIES

11.1 Release of Lessor

The Lessee occupies and uses the Demised Premises at the risk of the Lessee and releases to the full extent permitted by law the Lessor and its Agents, from all claims of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near the Demised Premises other than as may be caused by the negligence of the Lessor or its Agents.

11.2 Indemnities by Lessee

To the extent that moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor and except where caused by the negligence of the Lessor or its Agents, the Lessee will indemnify the Lessor and its Agents against all liabilities incurred by the Lessor or its Agents in respect of any damage to property or death of or injury to any person which may be suffered in or near the Demised Premises arising from:

- (a) any act, omission or negligence of the Lessee or the Agents of the Lessee; or
- (b) any non-compliance by the Lessee with its obligations under this Lease.

11.3 Environmental Matters

The Lessee indemnifies the Lessor and agrees to keep the Lessor indemnified from and against all costs, claims, expenses, liabilities, causes of action, proceedings, awards or judgements (including but not limited to any costs and expenses of defending or denying the same and the cost and expenses of preparing any necessary environmental audit report, site assessments or other such reports or investigations), arising in respect of the use of the Demised Premises, any business or operation carried out on the Demised Premises at any time or in any way relating to the Demised Premises including and in respect of:

- (a) any contamination or pollution howsoever arising on, from or otherwise connected with the Demised Premises or any part of it by any pollutant whether such pollution or contamination emanated from the Demised Premises;
- (b) the release by any person of any pollutant on or from the Demised Premises (including the escape of any pollutant to the Demised Premises or persons of any third party); and
- (c) any works required by any notice, condition or order issued or made by any authorised person under any Environmental Laws whether requiring any such contamination, pollution or pollutant to be cleaned up, remedied, assessed, contained, removed diluted or dealt with in any way whatsoever including the costs of the authorise person in issuing or making any notice, condition or order.

12. QUIET ENJOYMENT

- 12.1 The Lessor covenants that the Lessee must peaceably possess and enjoy the Demised Premises without any disturbance from the Lessor, the Agents of the Lessor, or any other person lawfully claiming through or under the Lessor (except where the disturbance is permitted by this Lease).

13. LESSOR RESERVATIONS

- 13.1 The Lessor may, for the purpose of:

- (a) the provision of ingress, egress and regress to or from the Demised Premises;
- (b) the support of structures erected on or from adjoining land; or
- (c) providing any services or utilities to the Demised Premises,

dedicate land or transfer, grant or create any easement or other right in favour of, or enter into any arrangement or agreement with the owners, lessees, occupiers or others having an interest in any land (including the Land)

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near the Demised Premises or with any Authority, as the Lessor thinks fit. The Lease will be deemed to be subject to any easement or other right as envisaged by this clause.

14. CONSEQUENCES OF LESSEE'S DEFAULT

14.1 Default or Breach of Lessee

If:

- (a) the Rent is not paid on the due date;
- (b) the Lessee breaches any provision of this Lease;
- (c) where the Lessee is a company:
 - (i) an application or petition for the winding up of the company is presented, or an order is made or a resolution is effectively passed for the winding up of the company;
 - (ii) the company goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts in the reasonable opinion of the Lessor or any officer of the Lessor; or
 - (iii) a receiver or a receiver and manager or an official manager is appointed in respect of the assets and undertaking of the company or any part, or any security holder takes or attempts to take possession of any of the assets and undertaking of the company or any part;
- (d) judgment is signed or entered against the Lessee and remains unsatisfied for 30 days or if any execution or other process of court or Authority or any distress is levied against or upon the Demised Premises and is not paid out or satisfied and withdrawn within 14 days;
- (e) the Lessee (being a natural person) dies or becomes unsound mind or his estate is liable to be dealt with in any way under the laws relating to mental health;

the Lessor may, subject to any mandatory provisions of the Property Law Act 1974 to the contrary or governing the same, at any time but without prejudice to any other remedy which the Lessor may have, re-entered the Demised Premises and upon re-entry this Lease will terminate without prejudice to any other remedy which the Lessor has or but for the re-entry, could have.

14.2 Damages Claimable by Lessor after Re-entry

If the Rent is not paid on the due date then there will be deemed to have been a breach by the Lessee of a fundamental condition in this Lease and in addition to the remedies of the Lessor referred to in the preceding sub-clause or otherwise, the Lessor will be entitled to recover as damages from the Lessee the difference between all Rent which would have been payable by to Lessee for the remainder of the Term as at the date of re-entry and the amount of the moneys (if any) which the Lessor does receive or reasonably anticipates that it will receive during the period from another or other lessees or occupiers of the Demised Premises.

14.3 Entry by Lessor not to constitute Forfeiture

If the Lessee vacates the Demised Premises then neither acceptance of the keys nor entry into the Demised Premises by the Lessor or by any person on the Lessor's behalf for the purpose of inspecting or for the purpose of showing the Demised Premises to prospective lessees or licensees nor the advertising of the Demised Premises for reletting will constitute a re-entry or waiver of the Lessor's rights to recover in full all Rent and other amounts payable by the Lessee under this Lease. This Lease is deemed to continue in full force and effect until the date on which a new lessee or licensee actually commences to occupy the Demised Premises or the date of expiration of this Lease whichever first occurs and any entry by the Lessor until that date will be deemed an entry by the leave and licence of the Lessee.

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14.4 **Lessor Appointed as Lessee's Attorney upon Right to Re-enter**

The Lessee irrevocably appoints the Lessor and its substitute to be attorney of the Lessee to act at any time after the power to re-enter will be exercisable or shall have been exercised (sufficient proof shall be the statutory declaration by or on behalf of the Lessor) to execute and sign a surrender of this Lease or a withdrawal of any caveat lodged by the Lessee affecting the Land and to procure the same to be registered and for these purposes to use the name of the Lessee and in the name of the Lessor, the attorney or the Lessee at the cost of the Lessee to do all things required to be done by the Lessee under this Lease and generally to do any act or thing relative to the Demised Premises as fully and effectually as the Lessee could. The Lessee covenants to ratify and confirm all the attorney will do or cause to be done under this power and to pay to the Lessor on demand the amount of any costs or other liabilities incurred by the Lessor in the exercise of the powers referred to in this sub-clause.

15. **LESSEE'S RESPONSIBILITIES ON TERMINATION**

15.1 **Removal of Lessee's Property**

The Lessee must immediately on the expiration or sooner determination of this Lease:

- (a) remove from the Demised Premises the Lessee's Equipment;
- (b) immediately make good any damage which the Lessee may cause to the Demised Premises in that removal; and
- (c) remove all rubbish and leave the Demised Premises clean.

15.2 **Lessee's Property not Removed**

If the Lessee does not remove the property strictly in accordance with provisions of the preceding sub-clause, the interest of the Lessee in that property passes to the Lessor to the intent that the property will be deemed to have been abandoned by the Lessee and become the property of the Lessor who may leave the property upon the Demised Premises, or at the expense of the Lessee, remove and dispose of the property.

16. **EXTENSION OF LEASE**

16.1 If the Lessee during the Term faithfully observes all of the covenants, conditions and restrictions on its part to be performed and observed in respect of this Lease, it will be entitled to an extension of the Term for the period of FIVE (5) YEARS which further term is hereinafter referred to as ("the Extended Term") from the expiration thereof AND such extension will be subject to the same covenants, conditions and restrictions as are herein contained except as to this present covenant for renewal. The Lessee at least three (3) calendar months before the expiration of the Term must give to the Lessor notice in writing of its intention to exercise the right of renewal otherwise the same, at the option of the Lessor, will be deemed to have lapsed.

16.2 The Rent for each Rental Year of the Extended Term will be an amount agreed upon by the Lessor and the Lessee but failing agreement then the market rent for the Demised Premises as determined by DGZ Accountants.

17. **GENERAL**

17.1 **Costs**

17.1 The Lessee must pay on demand:

- (a) the legal costs and expenses of the Lessor in relation to:
 - (i) the preparation and execution of this Lease; and
 - (ii) any application for the consent of the Lessor or the consent of any Authority or other person under this Lease; and
 - (iii) any breach or default by the Lessee under this Lease; and

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- (iv) the exercise of any remedy of the Lessor under this Lease;
- (b) all stamp duty payable on this Lease;
- (c) all registration fees payable on this Lease;
- (d) the costs of preparation of any plan included in this Lease; and
- (e) the costs and expenses of all consultants employed by the Lessor in connection with any breach or default by the Lessee.

17.2 Service of Notices by Lessor

Any document required to be given under this Lease and any originating process or any other document in proceedings will be sufficiently given to the Lessee if served personally or if left addressed to the Lessee on the Demised Premises or forwarded to the Lessee by prepaid post to the last place of business or residential address of the Lessee known to the Lessor.

17.3 Service of Notices by Lessee

Any document required to be given under this Lease will be sufficiently given to the Lessor if addressed to the Lessor and sent by security post to the Lessor at the address. The provisions of Section 257 of the Property Law Act 1974 will not apply to documents referred to in this sub-clause.