

Dealing Number


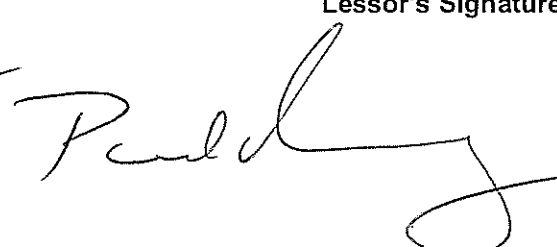
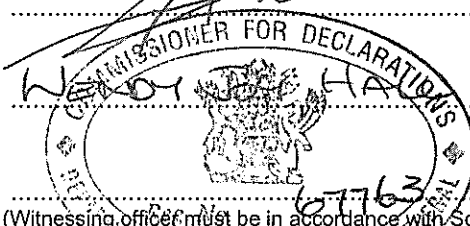
Duty Imprint



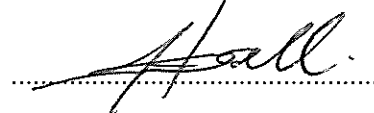

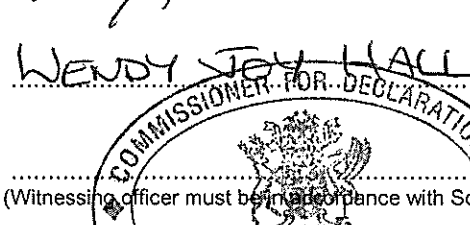
Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

1. Lessor	Lodger (Name, address & phone number)			Lodger Code
PAUL ANTHONY KENWAY, PAUL ANTHONY KENWAY AND MICHELLE DENISE KENWAY AS TRUSTEE				
2. Lot on Plan Description	County	Parish	Title Reference	
Lot 6 on SP 171395	STANLEY	CLEVELAND	50571744	
3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)	
		SELC PTY LTD A.C.N.122 799 286		
4. Interest being leased	FEE SIMPLE			
5. Description of premises being leased	Part of the building as hatched in black on the plan herein			
6. Term of lease	7. Rental/Consideration			
Commencement date: 5 January 2018	See schedule			
*Expiry date: 4 January 2019				
**Options on page 8				
*not required for leases in a retirement village **insert nil if no option				
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. # * delete inapplicable words				
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994				

Witnessing Officer	Execution Date	Lessor's Signature
 signature	20/4/18	
 full name		
..... qualification		

(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.		
Witnessing Officer	Execution Date	Lessee's Signature
 signature	12/4/18	
 full name		
..... qualification		

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

Title Reference [50571744]

SUMMARY

(For convenient reference only)
(Where conflict between Summary and Body
of Lease the latter prevails)

PREMISES:	Unit 6, level 1, 28 Middle Street, Cleveland, Qld, 4163
TERM:	One (1) year
RENT:	Year 1 - \$30,587.13 plus GST
OTHER COSTS PAID BY LESSEE:	Rates, Air-conditioning maintenance, insurance, lease costs (including the lessor's solicitor's professional costs), lease duty (if applicable), public risk and plate glass insurance, electricity and gas, internal office cleaning, rubbish removal individually metered water usage and local authority charges.
USAGE:	Physiotherapy Clinic
OPTION PERIOD:	One x One (1) years
PUBLIC LIABILITY INSURANCE:	\$10,000,000.00
SPECIAL CONDITIONS:	Annual rent increases to be increased at a maximum of the CPI but capped at 3%.

Title Reference [50571744]

INDEX TO CLAUSES

1	DEMISED PREMISES	6
2	LEASE TERM	6
3	THE LESSEE COVENANTS AS FOLLOWS:	6
3.1	RENTAL	6
3.2	BROKEN PERIODS	6
3.3	CPI ADJUSTMENT	6
4	USAGE:	8
5	OPTIONS	8
	1st OPTION TO RENEW	8
	INSURANCE	8
7	LEGAL COSTS	9
8	SPECIAL CONDITIONS AND VARIATIONS TO GENERAL CONDITIONS	9
	<u>LESSEES COVENANTS</u>	10
9	ASSIGNMENT OF LEASE	10
10	OPEN FOR BUSINESS	11
11	OFFENSIVE USES	11
12	EXPENSES OF LESSEE	11
13	PROHIBITIONS	12
14	INCREASE INSURANCE RISK	12
15	INJURY TO LESSEE'S EMPLOYEES ETC	13
16	WORKERS COMPENSATION	13
17	MAINTAIN	13
18	REINSTATEMENT	13
19	CLEAN THE PREMISES	13
20	SIGNS	13
21	PAINT	14
22	PLUMBING	14
23	ALTERATIONS AND LESSEES FIXTURES	14

Title Reference [50571744]

24	OBSERVE STATUTES	14
25	ACCIDENTS	14
26	INDEMNITY	15
27	VACATE THE PREMISES	15
28	DELIVER UP	16
29	HOLDING OVER	16
30	PROPOSED SALE	16
31	VIEW REPAIR	16
32	ENTER PREMISES TO CARRY OUT WORKS ETC	17
33	RE-LETTING	17
34	DOCUMENTS REQUIRED BY LESSOR'S MORTGAGEE(S)	17
	<u>LESSORS COVENANTS</u>	17
35	QUIET ENJOYMENT	17
36	RATES	17
37	COMMON AREAS	18
38	LESSOR SALE	18
	<u>MUTUAL COVENANTS</u>	18
39	DEFAULT	18
40	ESSENTIAL TERMS	19
41	INTEREST	19
42	LESSOR MAKE GOOD LESSEE DEFAULT	20
43	REPAIR ALTERATION OR DAMAGE TO THE PREMISES	20
44	DESTRUCTION OF PREMISES	20
45	PROPERTY LAW ACT NEGATIVED	21
46	CONDEMNING OF BUILDING	21
47	LESSOR NOT LIABLE FOR DAMAGE HOWSOEVER CAUSED	21

Title Reference [50571744]

48	POWER OF ATTORNEY	22
49	NO REPRESENTATIONS	22
50	NO WAIVER	22
51	CAR PARKING	23
52	INTERRUPTION OF SERVICES	23
53	NOTICES	23
54	DEFINITIONS	24
55	DISPUTE RESOLUTION	25

Title Reference [50571744]

PART A - SPECIFIC CONDITIONS

THE LESSOR AND LESSEE COVENANT AND AGREE AS FOLLOWS:

1 DEMISED PREMISES:

The lessor hereby leases to the lessee part of the land and buildings thereon described as Lot 6 on SP 171395 County of Stanley Parish of Cleveland contained in Title Reference 50571744 and situated at unit 6 (level 1) 28 Middle Street, Cleveland, Queens land as hatched on the attached survey plan and marked "A".

2 LEASE TERM:

This Lease shall be for duration of one (1) years commencing on the 5 January 2018 and terminating on the 4 January 2019.

3 THE LESSEE COVENANTS AS FOLLOWS:

3.1 RENTAL:

The lessee shall pay to the lessor an amount of **\$33,645.84** per annum by equal monthly instalments of **\$2,803.82** per month in advance on the first day of each and every month to the lessor or to such person bank or corporation as the lessor may from time to time in writing direct without any deduction whatsoever (and to pay the same by means of a periodic bank transfer if so required by the lessor).

3.2 BROKEN PERIODS:

In the event of the term hereof commencing on a day other than the first day of a month the lessee shall pay to the lessor in respect of the broken periods prior to the first complete calendar month of the term hereof and subsequent to the last complete calendar month of the term hereof on the first day of each of such broken periods a proportionate part of the monthly instalments on account of rental as hereinbefore provided **AND** this provision shall mutatis mutandis apply in the event of a rental increase pursuant to Clause 5 hereof taking effect from a day other than the first day of a calendar month.

3.3 CONSUMER PRICE INDEX ADJUSTMENT

- (a) The yearly rental increase shall be an amount equal to the amount represented by A in the following formula:

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

Where

- B = the yearly rental applying in the first rental year of the term or in the case of any extension or renewal hereof the yearly rental applying in the first rental year of such extension or renewal;

Title Reference [50571744]

- C = the index number released for the quarter year ending or applicable immediately preceding the rental year for which the yearly rental is being calculated; and
- D = the index number released for the quarter year ending or applicable immediately preceding the date of commencement of the term or in the case of any extension or renewal thereof the index number released for the quarter year ending or applicable immediately preceding the date of commencement of such extension or renewal

provided always that the yearly rental determined as aforesaid shall in no case be less than one hundred per centum (100%) of the rental year payable for the preceding rental year.

Index number shall mean the All Groups Consumer Price Index Number for Brisbane released from time to time by the Australian Bureau of Statistics together with any supplementary summary.

- (b) Until the amount of yearly rental payable for the second and subsequent rental years respectively can be determined in accordance with the provisions of this clause the lessee shall pay to the lessor on account thereof on the due date the same rental as was payable during the relevant immediately preceding rental year and any arrears shall be payable within fourteen (14) days of ascertainment and request therefor made by the lessor.
- (c) If there shall be no increase in the Consumer Price (All Groups) Index as at the date of recalculation of rental as herein provided then the yearly rental payable for the particular second or subsequent rental year (as the case may require) shall be the same rental as was payable during the rental year immediately preceding the date of recalculation.
- (d) If the index shall be discontinued or modified or if publication of the index shall cease or if the basis of calculating the index has in the opinion of the Lessor substantially changed from the basis used at the date herein then the yearly rental payable in the relevant rental year shall be such rent as shall be mutually agreed upon by the Lessor and the Lessee within a period of two (2) calendar months after the commencement of the rental year of failing such agreement then at a current market rental to be determined by an independent valuer appointed for the purpose by the President (or the President's nominee) of the Queensland Law Society Incorporated on the application of either the Lessor or the Lessee. In making his determination the valuer shall be deemed to be acting as an expert and not as an arbitrator. The decision of the valuer shall be final and binding on the parties. Pending the determination by the valuer the lessee shall continue to pay on account of the rent ultimately determined to be payable rental at the rate current when the increase ought to have come into force and the balance thereof upon such determination provided always that the yearly rental payable by the lessee to the lessor for the relevant immediately preceding rental year. The cost of such determination by the valuer shall be borne equally by the lessee and the lessor.

Title Reference [50571744]

4 USAGE:

The lessee will use the demised premises for the purpose of a Physiotherapy Treatment Centre and will not without the consent of the lessor in writing previously obtained carry on or permit to be carried on in the demised premises any other trade or business.

5 OPTIONS:

5.1 OPTION TO RENEW:

5.1.1 It is further agreed that if the Lessee shall duly and punctually pay the rent hereby reserved throughout the whole of the said term and shall strictly observe and perform all the covenants, agreements and stipulations (including those of a negative character) on the part of the Lessee herein contained the Lessee shall have the option of taking a further Lease of the demised premises for a period of one (1) year **PROVIDED THAT** the Lessee gives written notice of exercise of such option to the lessor not more than six months nor less than three months prior to the date of expiration of the term hereby granted upon the same terms and conditions as are herein contained and save and except that the rental shall be as follows:

5.1.2 The rental for the first year of the first further term shall be an amount increased by no more than the increase in the Consumer Price Index and will be capped at an increase of 3% of the rent due in the first year of the first term. But failing agreement at least one month prior to the commencement of the further term then the yearly rental to be paid for such year shall be the current market rent as at the commencement of that year to be determined by an independent valuer registered under the Valuer Registration Act 1965 or any re-enactment thereof or any Act in substitution thereof appointed for the purpose by the President (or his nominee) for the time being of the Queensland Law Society Incorporated. The valuer in making his determination shall be deemed to be acting as an expert and not as an arbitrator and no statute relating to arbitration shall apply. The determination by the valuer shall be communicated in writing by the valuer to the Lessor and the Lessee and his decision shall be final and binding on both parties. The valuer's fees for determining the market rent shall be borne by the Lessee and the Lessor equally. Provided always that the rental for the first year of the renewed period shall not be less than that payable during the immediately preceding rental year. In relation to the second and subsequent rent years of the said renewed term the yearly rental as determined by the valuer shall be increased in accordance with the provisions of clause 3.3 hereof.

6 INSURANCE:

The lessee will effect and at all times maintain the following policies of insurance in the joint names of the lessee and the lessor with an insurance company approved of by the lessor:

6.1 against breakage loss or damage to any glass in or about the demised premises through any cause whatsoever to the full insurable value thereof and will forthwith apply any moneys received under any such insurance in reinstating such of the glass as shall be broken or damaged and will out of his own moneys make up any deficiency, if any:

Title Reference [50571744]

- 6.2 against public liability to the extent of \$20,000,000.00, and the lessee shall on written request of the lessor provide proof thereof within 14 days. Nothing herein shall limit the lessee's liability to the extent of such insurance.

7 LEGAL COSTS:

The lessee will pay to the lessor:

- 7.1 the reasonable costs of and incidental to the preparation, execution, stamping and registration of these presents, the lease duty as assessed by the Office of State Revenue on the original and duplicates hereof and any survey fees incurred to register the lease;
- 7.2 the reasonable costs of the lessor's mortgagee(s), its solicitors (if relevant) and agents in respect of work done in consenting to this Lease or any sublease assignment transfer or any alterations whatsoever and in producing any document to enable registration, stamping and the like of the instrument; and
- 7.3 on demand all costs charges and expenses including legal costs on a solicitor and own client basis incurred by the lessor by reason of any default of the lessee or for the purpose of or incidental to the preparation and service of any notice which the lessor is entitled to give under these presents requiring the lessee to remedy a breach of any of the covenants or agreements herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than relief granted by the Court.

8 SPECIAL CONDITIONS AND VARIATIONS TO GENERAL CONDITIONS:

The rent will be increased by no more than the increase in the Consumer Price Index and will be capped at an increase of 3% of the rent due in the first year of the first term.

The lessee will be responsible for any breakages in the premises including the mirrors, fixtures and fittings owned by the lessor and any item belonging to the lessor that is broken will be replaced by the lessee with an item of similar quality.

The lessee is responsible for the safe keeping of "swipe cards" and keys used to enter the premises and any "swipe card" or key that is lost will be replaced by the lessee at the lessee's cost.

Title Reference [50571744]

PART B - GENERAL CONDITIONS

LESSEES COVENANTS

9 ASSIGNMENT OF LEASE:

- 9.1 The lessee shall not assign transfer set over or sub-lease any part of the said premises in any circumstances whatsoever and shall not assign or transfer or sub-let this lease or part with possession of the whole or part of the said premises without the written consent of the lessor first had and obtained **PROVIDED HOWEVER** that such consent shall not be arbitrarily or unreasonably withheld in respect of the proposed assignment, transfer or subletting of the whole or part of the said premises in favour of a respectable and financially responsible person or persons proposed as assignee, tenant or sub-tenant the onus of proving which shall be on the lessee to the lessors satisfaction and it shall be a condition of such consent that the proposed assignee or sub-tenant shall enter into a covenant with the lessor in the form required by the lessor that he will duly perform and keep the covenants and agreements on the lessees part herein contained.
- 9.1.1 Applications are to be in writing and every application must set out details of the lessee's proposal and in the case of a proposed assignment the application must contain full details of the proposed assignees name (including company and business names if applicable) address and qualifications and experience, character references and an authority signed by the proposed assignee authorising his banker and accountant to furnish a financial reference to the lessor. Where the proposed assignee is a company, then the lessor will require that personal guarantees be entered into by the directors of the proposed assignee company to be prepared by the lessor's solicitors at the cost of the lessee, that the terms and conditions contained in this Lease be performed by the assignee company and in particular guaranteeing that they will be responsible for the payment of all rents and other monies payable hereunder. The proposed assignee company will provide a certified copy of the profit and loss account and balance sheet of the company for the financial year immediately preceding the date of the application for such consent.
- 9.2 The lessor's consent to a proposed transfer assignment or subletting of this Lease will further be conditional upon the following:
- 9.2.1 the transferee assignee or sublessee executing a power of attorney duly stamped in favour of the lessor in similar terms to those contained in the power of attorney clause contained herein;
- 9.2.2 the lessee paying the lessor's solicitors' costs of and incidental to the preparation execution and stamping of all or any of the above mentioned documents.
- 9.2.3 should the lessee be a proprietary limited company then a change of shareholders from those existing at the date of this lease or the issuing of any shares to any other shareholders shall be deemed to be an assignment and thus require the written consent of the lessor and whilst such consent shall not be unreasonable or capriciously withheld the lessor shall be entitled to impose such reasonable conditions upon such consent to ensure that such transfer of shares or issuance of shares does not reduce the security of the lessor pursuant to the provisions of this Lease as a result of such transfer or issue.

Title Reference [50571744]

10 OPEN FOR BUSINESS

The lessee shall keep the demised premises open for business during normal office hours usual for a business of the aforesaid kind and to have the business conducted in a proper manner.

11 OFFENSIVE USES:

The lessee will not carry on or permit to be carried on in the demised premises any noisome noxious offensive illegal or immoral trade or business and no act matter or thing whatsoever shall at any time during the term of the Lease or extensions hereof be done in or upon the demised premises which shall be or grow to the annoyance nuisance damage or disturbance of the lessor or the occupiers or owners of the adjoining land or premises.

12 EXPENSES OF LESSEE:

The lessee will duly and punctually pay the following in respect of the demised premises:

- 12.1 the whole of the gas, electric light, power, and telephone charges incurred;
- 12.2 all license fees or charges in connection with the business carried on by the lessee in the demised premises or the working of any plant now or hereafter used or hired by the lessee and installed upon the demised premises;
- 12.3 all water rates attributable to the demised premises;
- 12.4 all extra cleansing or sanitary rates and charges payable to the local authority by reason of the use of the demised premises by the lessee;
- 12.5 all internal office cleaning charges and rubbish removal charges not otherwise provided by the body corporate or local authority.
- 12.6 all air-conditioning maintenance and repair, lease costs (including lessor's solicitors professional costs for preparation of the original lease and documents relating to the exercise by the lessee of any Option period) lease duty, mortgagee's consent and registration costs if applicable), public risk and plate glass insurance

It is agreed that the lessee's percentage of the total expenses incurred by the lessor will be one hundred percent (100%).

Title Reference [50571744]

13 PROHIBITIONS

The lessee will not:

- 13.1 mark damage deface or allow to be marked damaged or defaced the walls fixtures fittings or other parts of the demised premises without consent, fair wear and tear excepted;
- 13.2 do or cause to be done anything which might bring the demised premises into disrepute or whereby the standard thereof as existing at present may be lowered or otherwise prejudicially affected;
- 13.3 use the water closets and other water apparatus and lavatory accommodation within the demised premises other than as intended and shall not damage same;
- 13.4 allow any accumulation of unnecessary boxes, cases, rubbish or other materials in the demised premises or on the property owned by the lessor;
- 13.5 throw or permit to be thrown any articles out of any of the doors or windows of the said premises;
- 13.6 use any method of heating otherwise than by electricity or gas and will not bring onto the demised premises any explosives or inflammable substances other than such as are normally sold in the lessee's business or bring on to the premises anything which conflicts with the laws and regulations of the Fire Brigade Board, Licensing Commission or any other Statutory Authorities;
- 13.7 keep any animal on the demised premises;
- 13.8 permit any person to reside or sleep on the demised premises;
- 13.9 unreasonably obstruct the pavements passages common area and stairways (if any) or use them for any purpose other than for access to and from the demised premises;
- 13.10 permit any great weight or stress to be placed upon the floor without the consent of the lessor first had and obtained in writing.

14 INCREASE INSURANCE RISK:

The lessee or its workmen agents or servants will not do or allow to be done anything which may render the lessor liable to pay in respect of the demised premises more than the ordinary rate of premium for insurance against fire or which may make void or voidable any policy for such purposes. If by reason of the nature of the business conducted on the demised premises by the lessee the insurance on the demised premises or on the building of which the demised premises forms part is increased, the lessee will pay to the lessor any increase beyond the ordinary rate of premium on demand.

Title Reference [50571744]

15 INJURY TO LESSEE'S EMPLOYEES ETC:

The Lessee shall be responsible for any injury loss or damage to its employees invitees and others where such loss or damage arises out of the default or neglect of the Lessee its employees or invitees by reason of the use of the demised premises and shall indemnify and save harmless and keep indemnified the lessor against all costs charges and expenses arising out of such accident loss or damage aforesaid.

16 WORKERS COMPENSATION:

The lessee agrees to obtain and keep in force a policy of insurance for the full amount of his legal liability under the WorkCover Act in respect of each person employed by him in the business conducted in and from the demised premises who is a worker within the meaning of the aforementioned Act.

17 MAINTAIN:

The lessee will maintain (at no cost to the lessor) all drains and pipes, windows doors partitions fittings and fixtures and shall, if necessary, replace any of the said fittings fixtures or other parts which may during the term of the Lease become missing broken worn or otherwise unfit for use (fair wear and tear permitted) by substituting other fittings or fixtures of a like nature of equal value and shall replace all non functioning light bulbs and tubes.

18 REINSTATEMENT:

The lessee will accept full responsibility for reinstatement of the demised premises and neighbouring properties by reason of any water tap being left open by the lessee or its employees agents or invitees and shall indemnify the lessor against all claims charges costs actions judgments arising therefrom.

19 CLEAN THE PREMISES:

The lessee will at no cost to the lessor employ, if necessary, persons to regularly clean the demised premises.

20 SIGNS:

The lessee shall not by itself or through its agents paint affix or exhibit any placard poster sign nameplate signboard mark or other advertisement on or upon any part of the demised premises or on or upon any of the external parts of the demised premises including the roof except such as may be approved in writing by the lessor **PROVIDED THAT** consent shall not be arbitrarily or unreasonably withheld in the case of the lessee's desire to notify the public of the name and the situation of the business of the lessee and the nature thereof and any such placard poster sign nameplate signboard mark or other advertisement shall be removed effaced or cleaned off the demised premises at the cost of the lessee at the expiration of the term hereby granted or the sooner determination thereof.

Title Reference [50571744]

The lessee shall obtain consent from the local authority if so required and pay all relevant fees.

21 **PAINT:**

The lessee will at its own expense, prior to vacating the premises, repaint the interior of the premises with paint of a kind and colour approved by the lessor.

22 **PLUMBING:**

The lessee will keep all gutters drains sinks sewers water and waste pipes traps and sanitary conveniences clean and in good order.

23 **ALTERATIONS AND LESSEES FIXTURES:**

The lessee will not make or suffer to be made during the currency hereof any alterations or additions to the said premises or erect any partitions or fixtures therein without the consent in writing of the lessor first had and obtained **PROVIDED HOWEVER** that nothing herein contained shall be deemed to impose upon the lessor any liability to give such consent **AND PROVIDED FURTHER** that it shall be deemed to be a condition of such consent that any such alterations and/or additions shall be at the sole cost of the lessee and subject to the approval and supervision of the lessor's Architect the cost of such supervision and approval to be at the cost of the lessee. Notwithstanding anything herein contained in this agreement, should the lessee effect any such alterations and/or additions, they shall at the expiration of the term hereby created or at the expiration of any extended term pursuant to this agreement or upon the lessee leaving the said premises whichever is the later date restore the said premises to its original condition and should the lessee fail to do so, the lessor may cause the same to be done and the cost thereof shall be deemed a debt due and payable by the lessee to the lessor seven (7) days after demand being made. Provided that the lessee is not in default under the terms of this Lease it shall be entitled within three (3) months prior to the expiration of the term hereby created or any extension thereof to remove any fixtures or fittings that may have been made affixed during the period of the Lease by the lessee provided that any damage caused by such removal be repaired at the lessees expense and to the lessor's Architect's satisfaction.

24 **OBSERVE STATUTES:**

The lessee will observe and comply with all requirements of the Health Act, the Local Government Planning and Environment Act 1991, the Workplace Health and Safety Acts and of any amendment thereof and of any Acts of the Parliament of Australia or of the State of Queensland or any By-laws ordinances or regulations of any Authority constituted under such Acts or any of them now or hereafter affecting the demised premises or the business of the lessee carried on thereon but the lessor shall be responsible for the cost of observing, performing and fulfilling the requirements of such Act, Acts,

Title Reference [50571744]

Ordinance or Regulation when the compliance therewith involves carrying out work of a structural nature except such as are caused by the nature of the lessee's business carried on in the demised premises or by the number or sex of persons employed therein or by the lessee's own neglect or default or by the lessee's failure to perform any obligation under the Lease.

25 ACCIDENTS:

The lessee shall give immediate notice in writing to the lessor of any accidents to or defects in any water pipes, drainage pipes, gas pipes, electrical wires lights or fittings in or upon or about the demised premises or of any injury to persons sustained upon the demised premises or any part thereof.

26 INDEMNITY:

The lessee will indemnify and save harmless the lessor from:

- 26.1 all loss and damage directly or indirectly arising out of or connected with the negligent or wilful use waste misuse or abuse of any water gas electric current or other fluid substance force or power or of any water sewerage or other fixtures fittings or appliances upon or appurtenant to the demised premises on the part of the lessee the servants agents licensees or invitees of the lessee or any person over whom the lessee has control and from and against all damage and expenses which the lessor may sustain or be put to by reason or on account of any neglect or default on the part of the lessee to observe and perform any agreement or obligation herein contained or implied and on the lessee's part to be observed and performed.
- 26.2 loss damage or injury from any cause whatsoever to property or persons caused or contributed by the use of the demised premises by the lessee or any servant agent sub-tenant or other person as aforesaid.
- 26.3 loss damage or injury from any cause whatsoever to property or persons within or outside the demised premises occasioned or contributed to or by any act omission neglect breach or default of the lessee or servant or agent sub contractor sub-tenant or any other person aforesaid.

27 VACATE THE PREMISES:

The lessee will on determination of the Lease or sooner determination of the term hereof and upon vacating the premises leave the premises in the like condition, fair wear and tear excepted, as at the date of first occupancy of the demised premises and shall return all keys to the Lessor or its agents.

Title Reference [50571744]

28 DELIVER UP:

The lessee will keep and will at the expiration or sooner determination of the term hereof or any extension of the term (or upon the lessee leaving the premises or delivering up possession whichever is the later date) quit and quietly yield up the demised premises (including the doors windows drains and water pipes thereof) in a clean and tidy and in good substantial and tenantable repair and condition fair wear and tear and damage by fire storm flood tempest or by the act of God and not occasioned by the negligence or default of the lessee excepted.

29 HOLDING OVER:

In the event of the Lessee continuing in occupation of the said premises after the expiration of the term hereby created or any extension thereof (other than pursuant to a new Lease in writing granted by the lessor to the Lessee) **THEN** the Lessee shall be deemed to be tenant of the said premises from month to month at monthly rentals equal to the last rental paid hereunder prior to the commencement of such occupancy plus ten per cent and upon the terms and conditions of these presents so far as they can be applied to a monthly tenancy and such tenancy may be determined at any time by the lessor giving to the Lessee thirty (30) day Notice to Quit.

30 PROPOSED SALE:

- 30.1 In the event of the lessor at any time during the Lease proposing to sell the demised premises to permit all persons with authority from the lessor or their agent at reasonable times of the day to view the demised premises and also to permit the lessor to affix and retain without interference upon any convenient part of the demised premises a notice stating that the demised premises are for sale and the date and manner of sale.
- 30.2 In the event of the lessor selling the freehold upon which the demised premises is located the lessee shall in the event that this lease is guaranteed by any person or company secure from such person or company if so requested by the lessor an acknowledgment of the continuing nature of the guarantee in favour of the new registered proprietor of the freehold.

31 VIEW REPAIR:

The lessor may by themselves or their agent, during the term at a reasonable time of the day upon giving to the lessee not less than two days' previous notice, enter upon the demised premises and view the state of repair thereof and may serve upon the lessee or leave at his last or usual place of abode in the State, or upon the demised premises, a notice in writing of any defect, requiring him within a reasonable time to repair same in accordance with any covenant expressed or implied in the Lease and that in default of his so doing or failing to do so to the satisfaction of the lessor, shall be lawful for the lessor from time to time to enter and execute the required repairs and to recover the costs thereof from the lessee.

Title Reference [50571744]

32 ENTER PREMISES TO CARRY OUT WORKS ETC:

The lessor may, by themselves or their agents at all reasonable times during the term with workmen and others and all necessary materials and appliances, enter upon the demised premises or any part thereof after not less than two (2) days notice to the lessee, for the purpose of complying with the terms of any present or future legislation affecting the said premises and of any notices served upon the lessor or lessee by the licensing, local, municipal or other competent authority, involving the destruction of noxious weeds or animals or the carrying out of repairs alterations or works of a structural character, which the lessee may not be bound, or if bound may neglect to do, and also for the purpose of exercising the powers and authorities of the lessor under the Lease **PROVIDED THAT** such construction, repairs, alterations and works shall be carried out by the lessor without undue interference with the occupation and use of the demised premises by the lessee.

33 RE-LETTING:

The lessee shall permit the lessor during three months immediately preceding the determination of the Lease to affix and retain without interference upon any part of the premises a notice of re-letting the same and to permit all persons with authority from the lessor or their agent at reasonable times of the day to view the premises.

34 DOCUMENTS REQUIRED BY LESSOR'S MORTGAGEE(S):

The Lessee agrees that it will execute upon demand any documents required by the Lessor's Mortgagee(s) as a condition of granting consent to this Lease within a period of fourteen (14) days of submission of same provided that such document does not act to the detriment of the Lessee. Should the Lessee fail to execute that document within fourteen (14) days of submission the Lessor may execute the same on behalf of the Lessee pursuant to the Power of Attorney herein contained as if the Lessor had re-entered and taken possession of the demised premises.

LESSORS COVENANTS

THE LESSOR COVENANTS AS FOLLOWS:

35 QUIET ENJOYMENT:

Should the lessee observe the terms and covenants provided herein the lessor shall during the term created allow the lessee to quietly enjoy the demised premises without any interruption.

36 RATES:

The lessor will pay all land taxes whatsoever to be charged upon or payable in respect of the demised premises during the said term which covenant shall not relieve the lessee of its obligations to the lessor as appear in clause 12 hereof.

Title Reference [50571744]

37 COMMON AREAS:

The lessee shall have the right to use the common areas in common with other lawful users provided that at all time the lessee abides by all by-laws and other regulations prescribed by the body corporate in relation to the usage of common property.

38 LESSOR SALE:

The lessor will not enter into a contract for the sale of the subject property without first obtaining the execution by any proposed transferee purchaser or successor in title of a deed of covenant (to be prepared at the expense of the lessor) whereby such transferee, purchaser or successor in title agrees to recognise and be bound by the terms of the lease and any options of renewal or extension of the Lease and that further such transferee, purchaser or successor in title shall not sell or transfer the said land without first obtaining the execution of a similar deed of covenant by any subsequent purchaser from him. Such covenant shall in each case bind the heirs executors administrators and successors in title thereto.

MUTUAL COVENANTS

39 DEFAULT:

Where:

- 39.1 the rent hereby reserved or any part thereof be in arrears for the space of seven (7) days (whether formally demanded or not);
- 39.2 default is made in the fulfilment of any covenant condition or stipulation whether expressed or implied in the Lease and on the part of the Lessee to be performed or observed and such default is continued for the space of one month;
- 39.3 repairs required by a notice pursuant to clause 31 hereof are not completed within the time therein specified;
- 39.4 the Lessee (being a company) goes into liquidation (other than for the purposes of reconstruction or amalgamation) or comes under a Receiver or Official Manager;
- 39.5 the Lessee (being an individual) becomes bankrupt, makes any assignment for the benefit of creditors, enters into an agreement or makes any agreement with creditors for liquidation of his debts by composition or otherwise;
- 39.6 judgement has been obtained or entered up against the Lessee in any Court of competent jurisdiction;
- 39.7 the Lessee uses demised premises for a purpose other than the stated purpose herein

Title Reference [50571744]

then and in any of the said cases the lessor shall be entitled in addition to all other remedies which may otherwise be available to or exercised by the lessor at the option of the lessor and notwithstanding any prior waiver of such right to serve on the Lessee, a notice pursuant to Section 124(1) of the Property Law Act 1974 as amended and if the stated breach or default by the Lessee shall continue for seven (7) days after the lessor served the notice then the lessor may treat the same as a repudiation of this Lease. Then it shall be lawful for the lessor or any person or persons duly authorized by the lessor at any time thereafter without notice to re-enter into or upon the demised premises or any part thereof and determine this Lease. Notwithstanding that the lessor may have accepted such repudiation and re-entered into possession of the demised premises, the lessor shall be entitled to sue for and recover as loss and damage flowing from such breach or default, the rent or other monies payable by the Lessee for the whole of the balance of the term of the Lease current at the time of such repudiation except to the extent to which such loss or damage has been or should have been mitigated by the lessor (in addition to any other loss or damage flowing from such breach or default and subsequent re-entry by the lessor whether in respect of the period prior to or subsequent to the date of re-entry).

40 ESSENTIAL TERMS:

The parties hereto agree that the covenants for due and punctual payment by the Lessee of the rent outgoings and other moneys hereby reserved and the covenants regarding use of the demised premises and assignment hereof constitute essential conditions of this Lease and the lessor shall be entitled in addition to all other remedies which may otherwise be available to the lessor to regard breach of these obligations as a repudiation of this Lease and notwithstanding that the lessor shall have accepted such repudiation and re-entered into possession of the demised premises the lessor shall be entitled to sue for and recover as loss and damage flowing from such breach or default the rent and other moneys payable by the Lessee for the whole of the balance of the term of the Lease current at the time of such repudiation except to the extent to which such loss and damage has been or should have been mitigated by the lessor.

41 INTEREST:

If the Lessee shall fail to pay to the lessor any money which is payable by the Lessee to the lessor in terms hereof within seven days from the due date the Lessee shall pay to the lessor interest thereon or on so much thereof as shall remain unpaid from the due date for the payment thereof until the same shall be actually paid and also upon any judgement which the lessor may obtain against the Lessee from the date of any such judgement. The rate of interest shall be that rate which represents the indicator lending rate then currently charged by the lessors' bank expressed as a rate per centum per annum.

Title Reference [50571744]

42 LESSOR MAKE GOOD LESSEE DEFAULT:

If the Lessee shall fail to pay any money or charges as required hereunder to any person other than the lessor or if the Lessee shall fail to perform any affirmative covenants on the part of the Lessee hereunder, the lessor may at the lessor's option as the agent of the Lessee make any such payment or do any such other acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Lessee to the lessor and shall be paid by the Lessee to the lessor on demand by the lessor.

43 REPAIR ALTERATION OR DAMAGE TO THE PREMISES:

43.1 Where the Lessee is required to carry out and do works, matters and things under the provisions of this Lease, or by virtue of any statute, provision, order in council, notification, regulation, order or by law having application to the Lessee or to the use by the Lessee of the demised premises and the Lessee shall fail to carry out and do such works, matters and things within the time provided or if no time is provided, within a reasonable time, the lessor with or without workmen, agents or other persons authorized by the lessor may without giving notice to the Lessee on that behalf enter upon the demised premises and carry out the works, matters and things required to be so carried out and the lessor shall be entitled to recover the costs thereof from the Lessee.

43.2 If the lessor, shall at any time be required by reason of any statute, regulation, ordinance or by-law, having jurisdiction in that behalf to effect any alterations to the said land, demised premises or the building or any appurtenances thereto or to provide any equipment therefore, (not being alteration, additions or equipment required by reason of the Lessee's business or the number or sex of the Lessee's employees, the cost of which shall at all times be borne by the Lessee), the rental payable at the time when such works are completed, shall be increased by a sum equal to the proportion of 12.5% of the total cost of such alterations, additions or provisions (inclusive of fees paid to architects, quantity surveyors, engineers or other consultants), such proportion being the ratio of the area of the demised premises as it related to the total lettable floor area of the building in which the demised premises forms part and the monthly instalments payable on account of the rental shall be increased accordingly thereafter.

44 DESTRUCTION OF PREMISES:

In the case of the total or partial destruction or damage to the demised premises and the means of access thereto by fire flood storm tempest or otherwise by Act of God and without any neglect or default on the part of the Lessee whereby the said premises shall be rendered wholly or partially unfit for occupation or use, payment of the rent hereby reserved or a proportionate part thereof according to the extent of the damage sustained and the covenant to repair hereinbefore contained so far as it has relation to such destruction

Title Reference [50571744]

or damage, shall be suspended until the said premises shall have been reinstated in good and tenantable repair **PROVIDED ALWAYS** that the lessor shall not be obliged to procure the said premises to be rebuilt or reinstated or to do so according to the former specifications thereof. In the event that the parties hereto cannot agree upon the correct amount of rent reduction within thirty (30) days then the question shall be referred to a Valuer agreed by the parties or failing agreement appointed by the President for the time being of the Institute of Valuers and Land Managers (Queensland division) who shall act as an expert and the costs of such valuation shall be borne equally between the parties hereto. In the case of the total destruction of or serious damage (precluding occupancy and use in accordance with this Lease) to the said premises by any of the causes or agencies aforesaid **THEN** it shall be lawful for either party to cancel this Lease by giving to the other party three (3) months notice in writing of its intention in that behalf and this Lease shall upon expiration of such notice be determined but without prejudice to any claims by either party against the other in respect of any antecedent breach of any of the provisions or agreement herein and conditions contained or implied.

45 PROPERTY LAW ACT NEGATIVED:

The lessor and the Lessee agree that the provisions of Section 105 of the Property Law Act 1974 (as amended) shall not apply to this Lease.

46 CONDEMNING OF BUILDING:

If at any time during the continuance of this Lease the local authority shall condemn the demised premises as a dangerous structure or direct that they be pulled down the Lease hereby created shall cease as from the commencement of the pulling down of the premises.

47 LESSOR NOT LIABLE FOR DAMAGE HOWSOEVER CAUSED:

The Lessee agrees to occupy and use the demised premises at the risk of the Lessee and the lessor shall not in any circumstances be liable to the lessee for any damage to the plant, equipment, fixtures, fittings, merchandise, stock-in-trade or any other property of any description of or in the possession of the Lessee and contained in, about or near the demised premises or any part of the demised premises occasioned by water, heat, fire, electricity, vermin, explosion, tempest, riot, civil commotion, bursting pipes or by the entry of water from any source whatsoever or by the operation of any fire equipment nor from any loss of profits or other damage whatsoever resulting therefrom and notwithstanding that the same may occur by reason of any defect in the construction of the said building or any part thereof or of any of the appurtenances, plant, equipment, air-conditioning therein or by reason of any such damage or loss arising from any act or omission by any contractor or servant or agent of the lessor or by any other occupant of the said building and their respective employees or by any member of the public other than for the negligence of the lessor.

Title Reference [50571744]

48 POWER OF ATTORNEY:

Should the power of re-entry as aforesaid become exercisable such re-entry may at the lessor's option be deemed to operate as a surrender of this lease to the same extent as if the Lessee had lawfully surrendered this lease. The Lessee does (for themselves and their successors, administrators and permitted assigns) irrevocably make, nominate, constitute and appoint the lessor or its nominee to be the true and lawful attorney or attorneys of the Lessee for the purpose of giving full effect to the power of re-entry so that upon any default being made by the Lessee in the observance or performance of any of the covenants and conditions herein entitling the lessor to re-enter upon the demised premises the Lessor may execute as the act and deed of the Lessee (their successors administrators and permitted assigns) a surrender, assignment or transfer of this lease in favour of the lessor or other party and generally to do and perform all such further acts, matters and things and to sign and execute all such notices applications documents and instruments as shall be necessary for or in relation to all or any of the above purposes or matters **AND** the Lessee (for themselves their successors, administrators and permitted assigns) RATIFIES AND CONFIRMS (or agrees to ratify and confirm) whatever the said Attorney or Attorneys shall do or purport to do by virtue of this power. The Lessee HEREBY AUTHORISES AND EMPOWERS its said Attorney or Attorneys to acknowledge in their names and as their acts and deed this Power of Attorney and to register and record the same in any Government Office and to do anything necessary for authenticating and giving full effect to this Power of Attorney.

49 NO REPRESENTATIONS:

The Lessee acknowledges that the Lessee has entered into this Lease after carrying out its own personal inspection of the demised premises and that in entering into the said Lease, has not in any way relied on any representation by the lessor or any agent or any other person either acting on behalf of the lessor or otherwise in relation to the suitability, size, structure, floor strength or any other aspect, matter or thing whatsoever in relation to the premises and the Lessee shall be solely responsible for determining whether the use to which the premises are proposed to be put, is allowable pursuant to the provisions of the town plan of the local authority of the area in which the demised premises is located and the lessor accepts no responsibility whatsoever for assuring that the use to which the Lessee wishes to put the premises is within the provisions of such a town plan.

50 NO WAIVER:

No waiver by the lessor of any breach or non-observance by the Lessee of any of the covenants conditions or agreements herein contained on their part shall be or be construed to be a general waiver and such waiver shall have effect only as to the particular breach or non-observance in respect of which it was made. The acceptance by the lessor of full or partial payment or payments of rent due shall not under any circumstances constitute a waiver of any rights of the lessor at law or under this Lease, nor affect any notice or legal proceedings given or commenced prior to acceptance of any such payment.

Title Reference [50571744]

51 CAR PARKING

The lessee may use car park 6 during the currency of this lease.

52 INTERRUPTION OF SERVICES

Notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction failure to function or interruption of or to the water gas or electricity services or the appurtenances contained in the demised premises or in the building or for the blockage of any sewers waste drains gutters downpipes or stormwater drains from any cause whatsoever.

53 NOTICES:

For the purposes of this Lease the lessor and Lessee agree:

51.1 in the case of a notice to be served on the Lessee the notice is sufficiently served if it is:

51.1.1 left addressed to the Lessee on the leased property; or

51.1.2 sent to the Lessee by post in a prepaid envelope to the address of the leased property; and

51.1.3 sent by facsimile transmission to the last known facsimile number of the lessee; and

51.2 in the case of a notice to be served on the lessor, the notice is sufficiently served if it:

51.2.1 is sent to the lessor by post in a prepaid envelope at their last known address; or

51.2.2 is given to an agent authorized to receive notices or authorized to collect rent and who has collected rent.

51.3 Where a notice is sent by post in pursuance of the provisions of the last preceding subclause, the notice is deemed to be given forty-eight hours after the time of posting.

Title Reference [50571744]

54 DEFINITIONS:

This lease except where inconsistent with the context the following terms shall have the following meanings:

Lessor The term "lessor" shall where the context permits mean and include in the case of a natural person or persons their and each of their respective executors, administrators and assigns and in the case of a corporation its successors and assigns.

Lessee The term "Lessee" where the context permits, mean and include in the case of a natural person or persons their and each of their respective executors, administrators and permitted assigns and in the case of a corporation its successors and permitted assigns.

Person The word "Person" shall mean and include companies and other corporations aggregate and sole and artificial persons as well as natural persons.

Severally

Bound Where two or more persons are lessors or Lessees the terms, covenants, condition, provisos, stipulations and restrictions herein contained shall bind each of them jointly and severally.

Singular

Number The singular shall include the plural and vice-versa wherever the same is contained herein.

Gender The masculine or neuter gender shall include each and every other gender.

Demised

Premises The term "Demised Premises" or the term "premises" wherever they shall so appear shall mean and include all of the part of the building identified in the plan in the schedule hereto extending to the centre of the inter-tenancy dividing walls or partitions and to but not including the exterior faces of external walls and excluding that area above the ceilings, and the expression includes all internal partitions ceilings, air-conditioning equipment (if any), appurtenances, fittings and fixtures therein contained other than those the property of the Lessee.

Common

Area The term "Common Area" shall mean such parts of the building in which the demised premises are situated that have not been demised or licensed to any tenant and are intended for use by the lessors, the Lessees and the respective employees, invitees and licensees in common with each other and in particular without limiting the generality of the foregoing, the term shall include the malls, walkways, traffic ways, parking areas, hallways, passage ways, stairwells, gardens, toilets, mothers rooms, wash-rooms and some other similar areas.

Title Reference [50571744]

55 DISPUTE RESOLUTION

The parties mutually undertake that they will negotiate in the utmost good faith in seeking to resolve any disputes which may arise under this lease.

If this negotiation process fails to resolve a dispute, then the parties agree that, subject to the following sub-clause, they will, prior to embarking on any formal arbitration or litigation process, consult with a view to dealing with the dispute through an alternative dispute resolution procedure.

Any dispute arising in consequence of this lease shall, unless the parties agree to the contrary, be referred for determination by mediation to a person with appropriate expertise in the relevant field appointed by the President (or the President's nominee) of the Queensland Law Society Incorporated on the application of either the Lessor or the Lessee. In making his determination the mediator shall be deemed to be acting as an expert and not as an arbitrator. The decision of the mediator shall be final and binding on the parties. The cost of any such reference shall be met jointly by the parties.

56 YEAR 2000

Intentionally deleted.

57 PAYMENT OF TAX ON ANY PAYMENT

Each payment of rent by the lessee must be made with an additional amount equal to any goods and services, consumption, value added or similar tax applying to that payment.

Title Reference [50571744]

58 FURTHER OPTION TO RENEW:

Not applicable.