

Dealing Number



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<b>1. Lessor</b> STEVEN WALTER HEISIG, JENNIFER TRACEY HEISIG, MARCUS LAITH ARBER AND CHERI JEAN HEISIG TRUSTEE UNDER INSTRUMENT 714308995	<b>Lodger</b> (Name, address, E-mail & phone number) Macfie Curlewis Spiro PO Box 157, Capalaba Qld 4157 Ph: (07) 3390 2122 Email: <a href="mailto:admin@mcslaw.com.au">admin@mcslaw.com.au</a> REF: DRS:1808970	<b>Lodger Code</b> 211A
<b>2. Lot on Plan Description</b> LOT 1 ON BUP 106222	<b>Title Reference</b> 50183966	
<b>3. Lessee</b>	Given names Surname/Company name and number (include tenancy if more than one)	
	HEISIG CONSTRUCTIONS (QLD) PTY LTD ACN 087 970 429	

**Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
THE WHOLE OF THE LOT

**6. Term of lease**  
Commencement date/event: 01/01/2018  
Expiry date: 31/12/2020 and/or Event:  
#Options: 1 X 3 YEARS  
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

**7. Rental/Consideration**  
SEE ATTACHED SCHEDULE

**8. Grant/Execution**

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule.

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

SEE ENLARGED PANEL

✓ *Michael Stuart Hubbard* .....signature  
Michael Stuart Hubbard .....full name  
C. Dec 3379 .....qualification

**Witnessing Officer**

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

27/6/18  
Execution Date

Stave  
x *[Signature]* .....  
Lessor's Signature

**9. Acceptance**

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

Heisig Constructions (Qld) Pty Ltd  
ACN 087 970 429

.....signature  
.....full name  
.....qualification

**Witnessing Officer**

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

27/6/18  
Execution Date

Stave  
x *[Signature]* ..... (Sole Director)  
Lessee's Signature

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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

x *[Signature]* ..... signature  
+ Michael Stuart Hubbard ..... full name  
x C. Dec 3379 ..... qualification

**Witnessing Officer**

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

x *[Signature]* ..... signature  
+ Michael Stuart Hubbard ..... full name  
x C. Dec 3379 ..... qualification

**Witnessing Officer**

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

x *[Signature]* ..... signature  
+ Michael Stuart Hubbard ..... full name  
x C. Dec 3379 ..... qualification

**Witnessing Officer**

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

x 27/6/18  
Execution Date

Jennifer  
x *[Signature]* .....  
Lessor's Signature

x 27/6/18  
Execution Date

Marcus  
x *[Signature]* .....  
Lessor's Signature

x 27/6/18  
Execution Date

Cheri  
x *[Signature]* .....  
Lessor's Signature

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## REFERENCE SCHEDULE

ITEM 1	PREMISES:	Unit 1/68 Redland Bay Road, Capalaba QLD 4157
ITEM 2	TERM:	Three (3) years
ITEM 3	RENT:	Year 1 \$24,810.00 plus GST Annual Increase: CPI
ITEM 4	OUTGOINGS:	100%
ITEM 5	USAGE:	Office
ITEM 6	OPTION TERM:	Three (3) years
ITEM 7	PUBLIC LIABILITY INSURANCE:	\$20,000,000.00
ITEM 8	SPECIALCONDITIONS: (Headings only)	Nil

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**PART A -SPECIFIC CONDITIONS****THE LESSOR AND LESSEE COVENANT AND AGREE AS FOLLOWS:****1. DEMISED PREMISES**

The Lessor hereby leases to the Lessee the whole of the Lot situated at Unit 1/68 Redland Bay Road, Capalaba, Queensland more particularly described as Lot 1 on BUP 106222 County Stanley Parish Capalaba Title Reference 50183966 (hereinafter referred to as "the said land ")

**2. LEASE TERM**

This Lease shall be for a duration of 3 years commencing on 1 January 2018 and terminating on 31 December 2020.

**LESSEE COVENANTS AS FOLLOWS:**

3.1.1 **RENTAL** The Lessee shall pay to the Lessor an amount of \$24,810.00 per annum plus GST by equal monthly instalments of \$2,067.50 per month plus GST 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 3.3 hereof taking effect from a day other than the first day of a calendar month.

**3.3 RENT REVIEWS**

3.3.1 The rental payable for the second year of the term hereby created and for each succeeding year shall be the rental payable for the preceding year adjusted by the CPI.

**3.3.2 Breach: an essential term**

Any breach of the requirements of clause 3 hereof shall be deemed a breach of an essential term of this Lease and entitle the Lessor to terminate this Lease as hereinafter provided and to recover from the Lessee, damages for breach hereof including but not limited to rental payable under this Lease from the date of termination to the expiry of the term hereby created.

**4. OUTGOINGS**

4.1 the Lessee shall throughout the whole of the term of this Lease and any extension or renewal hereof promptly pay to the Lessor, an amount equal to the prescribed percentage of all of the outgoing (hereinafter defined) incurred by the Lessor consequent upon ownership of the demised premises.

4.2 The term "outgoings" where used herein shall mean the total sum of all outgoing costs and expenses of the Lessor properly or reasonably assessed or assessable charged or chargeable paid or payable or otherwise incurred in respect of the land and buildings thereon and in the control management security and maintenance of the land and buildings thereon and in particular but without limiting the generality of the foregoing shall include:

4.2.1 All charges for and costs in relation to the supply of water and sewerage and the removal of all waste and other garbage from the demised premises not accounted for in body corporate levies;

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- 4.2.2 All amounts (including stamp duty) payable in respect of insurances relating to the land and buildings and the equipment and appliances therein including but without limiting the generality of the foregoing, fire, public risk, storm and tempest and damage insurance.
- 4.2.3 The cost of electricity for common area lighting and air conditioning.
- 4.2.4 The cost of all repairs, painting, maintenance, renewals and replacements incurred by the Lessor in keeping the demised premises and all parts thereof in good and substantial repair and condition.
- 4.2.5 The cost of providing security and caretaking services (if any) for the demised premises.
- 4.2.6 all body corporate levies.

**4.4 Outgoings Estimate and Pre-payment:-**

The Lessor must notify the Lessee of the Lessor's estimate of the outgoings payable hereunder (except for those expenses assessed directly to the Lessee in respect of the Lessee's use of the demised premises) at least one (1) month prior to the twelve (12) month period then about to commence whereupon the Lessee will pay to the Lessor during such period such estimated expenses by monthly instalments equal to one twelfth of such estimate on the days hereinbefore fixed for payment of rental hereunder commencing on the immediately succeeding day for the payment of rental. The Lessor shall deliver to the Lessee an audited annual statement of the outgoings within three (3) months from the end of each twelve (12) month period. Any necessary adjustment between the estimated and actual Lessee's expenses shall be made and a refund to or further payment by the Lessee shall be made by actual payment by or to the Lessor accordingly provided always that if the Lessor fails to provide the Lessee with the estimate aforesaid the Lessee will pay to the Lessor any outgoings payable under this clause by the Lessee (except for those assessed directly to the Lessee in respect of the Lessee's use of the demised premises) upon notice by the Lessor to the Lessee of a relevant assessment having been assessed in respect of the land.

**5. USAGE**

The Lessee will use the demised premises for the purpose of an Office 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.

**6. OPTION TO RENEW**

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 there shall be no unremedied breach of the Lease on the part of the Lessee. The Lessee shall have the option of taking a further Lease of the demised premises for a period of three (3) years **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 save and except this clause and save and except that the rental shall be as follows:

- 6.2 The rental for the first year of the Option Term shall be the rental for the last year of the Term adjusted by the CPI.
- 6.3 The rental for the second and third years of the Option Term shall be the rental for the preceding year adjusted by the CPI.
- 6.4 This clause 6 and item 6 of the Reference Schedule shall be deleted from the further lease.
- 6.5 Clause 3.1.1 shall be changed by replacing \$24,810.00 and \$2,067.50 with the Annual Rent and monthly Rent for the first year of the Option Term.

**7. 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:

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- 7.1 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;
- 7.2 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.

**8. LEGAL COSTS**

The Lessee will pay to the Lessor:

- 8.1 The Lessor's solicitor's costs for the preparation of this lease, stamp duty, any survey fees incurred to register the Lease and the costs of registration of the Lease with the Department of Natural Resources;
- 8.2 The 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
- 8.3 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.

**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 Lessor's 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 Lessee's part herein contained.
- 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.
- 9.3 The Lessor's consent to a proposed transfer assignment or subletting of this Lease will further be conditional upon the following:
- 9.3.1 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;
- 9.3.2 the Lessee paying the Lessor's solicitors' costs of and incidental to the preparation execution and stamping of all or any of the abovementioned documents.
- 9.3.3 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

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unreasonably 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.

**10. OPEN FOR BUSINESS**

The Lessee shall keep the demised premises open for business during all trading 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 excess 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.

**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 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 any relevant Statutory Authority;
- 13.7 keep any animal on the demised premises;
- 13.8 permit any person to reside or sleep on the demised premises;

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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.

**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. WORKCOVER**

The Lessee agrees to obtain and keep in force a policy of insurance for the full amount of his legal liability under the *WorkCover Queensland Act 1996* 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. The Lessee shall obtain consent from the local authority if so required and pay all relevant fees.

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**21. PAINT**

The Lessee will paint and decorate the interior of the demised premises at its own expense once during the term hereof and once during any extension or renewal of such term when required so to do by the Lessor 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 Lessee's 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 Integrated Planning Act 1997, 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 the bylaws of the Body Corporate 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, 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 willful 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.

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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 without 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. 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 reasonable 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 and shall return all keys to the Lessor or its agent.

**28. 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) days Notice to Quit.

**29. PROPOSED SALE**

29.1 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.

29.2 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.

**30. VIEW REPAIR**

The Lessor may by themselves or their agents, 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.

**31. 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, 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.

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**32. 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 provided however that should the Lessee exercise the option contained herein then this clause shall have no application.

**33. 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 LESSORS COVENANT AS FOLLOWS:****34. 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.

**35. RATES**

The Lessor will pay all municipal and water rates and 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 13 hereof.

**36. CAR PARKS**

The Lessee acknowledges that the car parking area has been set aside for the use and convenience of customers and patrons of the centre and the Lessor grants to the Lessee, during the term hereof, the non-exclusive right for its customers to use the car parks.

**GOODS AND SERVICES TAX****37.1 Definitions**

In this clause 37 the expressions **Consideration, GST, Input Tax Credit, Supply, Tax Invoice, Recipient** and **Taxable Supply** have the meanings given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999*.

**37.2 Exclusive of GST**

Unless otherwise expressly stated all prices or other sums payable or consideration to be provided under or in accordance with this Lease are exclusive of GST.

**37.3 Recipient to Pay GST on Taxable Supply**

If GST is imposed on any supply made under or in accordance with this Lease, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient having a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time that the payment for the taxable supply is required to be made in accordance with this Lease.

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**37.4 Reimbursable Expenses**

If this Lease requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:

- (a) the amount of the reimbursable expense nett of input tax credit (if any) to which the other party is entitled in respect of the reimbursable expense (**nett amount**); and
- (b) if the other party's recovery from the first party is a taxable supply any GST payable in respect of that supply,

such that after the other party meets the GST liability it retains the nett amount.

**38. LESSOR SALE**

38.1 The Lessor shall not sell, transfer, assign or otherwise dispose of its interest (or any part thereof) in this Lease or in the demised premises and neither shall it grant any concurrent lease of the demised premises (or any part thereof) nor do any act matter or thing which has the effect of transferring its rights and obligations provided for in this Lease unless:-

38.1.1 It continues to remain responsible to the Lessee for the performance of its obligations contained in this Lease, including, of course, any obligation to grant a renewal or extension hereof, and

38.1.2 It takes reasonable and effective steps to protect the Lessee from the loss of any right of renewal or extension of this Lease.

38.2 Without in any way restricting the meaning or limiting the effect of the last paragraph, the Lessor covenants with the Lessee that in the event of the Lessor selling or otherwise disposing of its interest in the demised premises (or any part thereof) during the term hereof (including any extended term), then the Lessor will at the expense of the Lessee obtain from such purchaser, transferee or disponent a covenant in the form of a Deed executed under seal in favour of the Lessee by the purchaser, transferee or disponent:-

38.2.1 That such purchaser, transferee or disponent will recognise and be bound by the option or options for renewal contained herein and the other covenants herein contained on the part of the Lessor to the same extent as if such purchaser, transferee or disponent had originally been named herein as Lessor; and

38.2.2 That such purchaser transferee or disponent shall effectively pass on the said obligation to recognise and be bound to all subsequent purchasers, transferees and disponents of the demised premises (or any part thereof) and shall ensure that the said obligation in every case is expressed in the form of a Deed executed under seal in favour of the Lessee by all subsequent purchasers, transferees and disponents.

**MUTUAL COVENANTS****39. DEFAULT**

Where:

39.1 The Rent hereby reserved or any part thereof be in arrears for the space of four (4) 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;

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- 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 Judgment 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 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 14 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 authorised 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.

**42. 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 judgment which the Lessor may obtain against the Lessee from the date of any such judgment. The rate of interest shall be that rate which represents the indicator lending rate then currently charged by Westpac Banking Corporation expressed as a rate per centum per annum.

**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

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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 alterations, 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 15 % 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 relates 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 said premises 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 and outgoings 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 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 and outgoings 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 agreements herein and conditions contained or implied.

45. 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.

**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.

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

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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 AUTHORIZES 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 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.

**49. 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.

**50. NOTICES**

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

50.1 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

51.2 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 authorised to receive notices or authorised 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 sub-clause, the notice is deemed to be given forty-eight hours after the time of posting.

**52. DEFINITIONS**

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

**Body Corporate  
Management Scheme**

The Body Corporate of Community Management Scheme 24175

**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 Lessee 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.

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**CPI**

The amount represented by A in the following formula:

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

Where B is the rent payable immediately preceding the relevant CPI Review Date.

C is the Index Number for the quarter immediately preceding the relevant CPI Review Date.

D is the Index Number for the quarter immediately before the immediately preceding CPI Review Date.

**CPI Review Dates**

The first day of the second and third years of the Term and the first day of the first, second and third years of the Option Term.

**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.

**Gender**

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

**Index Number**

The Consumer Price Index (all Groups) for the City of Brisbane published by the Australian Bureau of Statistics.

**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.

**Prescribed Percentage**

Shall mean the percentage stated in the Summary to this Schedule under the heading "Outgoings".

**Severally Bound**

Where two or more persons are Lessors or Lessees the terms, covenants, conditions, 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.