

Dealing Number



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1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
BAM69 PTY LTD ACN 610 319 830 AS TRUSTEE UNDER INSTRUMENT 718209710		

2. Lot on Plan Description	Title Reference
LOT 116 ON CPB1587	15946162

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	TRANAFOX PTY LTD ACN 062 762 761	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
The whole of the Land

6. Term of lease	7. Rental/Consideration
Commencement date/event: 22/11/2019 Expiry date: 21/11/2024 and/or Event: #Options: 1 x 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	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 in the attached schedule

* Option in registered Lease no. 602223726 and 703869866 has not been exercised.

* delete if not applicable

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

<p>.....signature</p> <p>.....full name</p> <p>.....qualification</p>	<p>BAM69 PTY LTD ACN 610 319 830</p> <p>..... Director</p> <p>..... Director/Secretary Lessor's Signature</p>
<p>Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>24/2/20 Execution Date</p>

9. Acceptance

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

<p>.....signature</p> <p>.....full name</p> <p>.....qualification</p>	<p>TANAFOX PTY LTD ACN 062 762 761</p> <p>..... Director</p> <p>..... Director/Secretary Lessee's Signature</p>
<p>Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>1 / 1 Execution Date</p>

Title Reference 15946162

This is the schedule referred to in items 7 and 8 of lease dated / /

REFERENCE SCHEDULE

- Item 1 **Landlord**
- BAM69 Pty Ltd ACN 610 319 830 as Trustee of the Petersen Bare Trust, being the custodian trustee for AMBN Pty Ltd as trustee of the Petersen Super Fund of 8 Forbes Street, Avoca, Qld, 4670**
- Item 2 **Tenant**
- Tanafox Pty Ltd ACN 062 762 761**
of 28 Crofton Street, Bundaberg, Qld 4670
- Item 3 **Premises**
[clause 1.2(8)]
- The Land and the Building at 28 Crofton Street, Bundaberg
- Item 4 **Term**
- Five (5) years commencing on 22 November 2019 and terminating on 21 November 2024
- Item 5 **Option to Renew**
[clause 17]
- 1 x five (5) years commencing on 22 November 2024 and terminating on 21 November 2029
- Item 6 **Rent**
[clause 3.1]
- ~~\$67,699.00~~
~~\$72,115.66~~ for the first year and then as reviewed under this Lease
- Item 7 **Index Review Dates**
[clause 3.3]
- Each anniversary of the Commencement Date
- Item 8 **Market Review Dates**
[clause 3.4]
- 21/11/2024 (if Option exercised)
- Item 9 **Tenant's Proportion of Outgoings**
[clause 5]
- 100%%
- Item 10 **Permitted Use**
[clause 7.1]
- Physiotherapy and Allied Health

Title Reference 15946162

1. Definitions and Interpretation

1.1 Terms in Reference Schedule

Where a term used in this Lease appears in bold type in the Reference Schedule, that term has the meaning shown beneath it in the Reference Schedule.

1.2 Definitions

In this Lease:

- (1) **"Australian Institute"** means the Australian Property Institute Incorporated (Queensland Division);
- (2) **"Building"** means all improvements on the Land including any modifications;
- (3) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (4) **"Financial Year"** means 1 July to 30 June;
- (5) **"Land"** means the land described in item 2 of the Form 7 in this Lease;
- (6) **"Landlord's Property"** means any property owned by the Landlord in the Building or on the Land;
- (7) **"Official Requirement"** means any requirement, notice, order or direction of any authority and includes the provisions of any statute, ordinance or by-law;
- (8) **"Premises"** means the premises described in Item 3 of the Reference Schedule and includes the Landlord's Property in the Premises;
- (9) **"Services"** means all utilities and services in the Building or the Premises;
- (10) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (11) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not the Landlord's; and
- (12) **"Valuer"** means a fellow or an associate, of not less than 5 years' standing, of the Australian Institute, active in the relevant market at the time of appointment and with at least 3 years' experience in valuing the kind of premises leased by this Lease.

1.3 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;

Title Reference 15946162

- (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (f) month or monthly means calendar month or calendar monthly; and
- (g) a right includes a remedy, authority or power.
- (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

1.4 Parties

- (1) If a party (including any Guarantor under this Lease) consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

2. Term and Holding Over

2.1 Term

The Landlord leases the Premises to the Tenant for the Term.

2.2 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Landlord's consent then:

- (1) the Tenant does so as a monthly tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

3. Rent and Rent Reviews

3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month without deduction or set-off;
- (2) pay the first instalment on the date this Lease commences;
- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and

Title Reference 15946162

- (4) pay all instalments as the Landlord directs.

3.2 Definitions

In clause 3.3:

- (1) **"Index Number"** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the president of the Australian Institute decides best reflects changes in the cost of living in Brisbane; and
- (2) **"Review Date"** means an Index Review Date or a Market Review Date.

3.3 Index Review

(1) **Application**

This clause 3.3 applies if Index Review Dates are inserted in Item 7 of the Reference Schedule.

(2) **Review**

The Rent must be reviewed on each Index Review Date to an amount represented by *A* where:

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

Where *B* = the Index Number for the quarter ending immediately before the relevant Index Review Date;

C = the Index Number for the quarter ending 1 year before the quarter in *B*; and

D = the Rent payable immediately prior to the Index Review Date.

3.4 Market Review

(1) **Application**

This clause 3.4 applies if Market Review Dates are inserted in Item 8 of the Reference Schedule.

(2) **Landlord's Notice**

The Landlord may notify the Tenant of the Rent that it considers to be the market rent within 3 months before and 3 months after a Market Review Date.

(3) **Valuer to Settle if Dispute**

- (a) If the Landlord and the Tenant have not agreed on the market rent within 30 days after service of the Landlord's notice, the dispute must be referred for determination by a Valuer to be nominated by the president of the Australian Institute at the request of either party.
- (b) The nominated Valuer must determine the market rent at the particular Market Review Date acting as an expert and not as an arbitrator and give a written determination with reasons within 60 days of his appointment.
- (c) The Valuer's determination is final and binding on the Landlord and the Tenant.

Title Reference 15946162

- (d) The Valuer's costs must be paid by the Landlord and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party.

3.5 Payment of Reviewed Rent

- (1) Until the Valuer has determined the Rent, the Tenant must pay Rent of 90% of the amount stated in the Landlord's notice or the Rent payable at the date of the Landlord's notice, whichever is greater.
- (2) Any variation in Rent under clauses 3.3 or 3.4 takes effect on the Review Date, and within 14 days of the determination, the Landlord must refund any overpaid Rent or the Tenant must pay any shortfall.

3.6 Rent Not to Decrease

If the reviewed Rent would be less than the Rent payable prior to the Review Date, then the Rent remains unchanged.

4. Goods and Services Tax

4.1 Definitions

In this Lease the expressions "GST", "input tax credit", "supply", "taxable supply", "tax invoice", "recipient" and "consideration" have the meanings given to those expressions in A New Tax System (Goods and Services Tax) Act 1999.

4.2 Prices are GST Exclusive

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.

4.3 Payment of GST

If GST is imposed on any supply made under or in accordance with this Lease then:

- (1) in addition to the consideration or other amount payable for the taxable supply; and
- (2) subject to the recipient receiving a valid tax invoice in respect of the taxable supply at or before the time of payment;

the recipient of the supply must pay to the supplier the amount of the GST payable on the taxable supply at the same time and in the same manner as payment for the supply must be made under this Lease.

Title Reference 15946162

4.4 Exclusion of GST on reimbursement of Expenses

If a party to this Lease is required to reimburse any other party for any expense (including any contribution to Outgoings), loss or liability incurred or to be incurred by the other party ("reimbursable expense"), the amount payable by the first party is the amount of the reimbursable expense net of input tax credits (if any).

5. Operating Expenses

5.1 Definition of Operating Expenses

- (1) **"Operating Expenses"** means the total costs incurred by the Landlord in the operation and maintenance of the Building or the Land including:
 - (a) rates, taxes and other charges payable to any government or other authority;
 - (b) insurance effected by the Landlord relating to the Building, its use and occupancy;
 - (c) costs of repairs or maintenance of the Building;
 - (d) costs incurred in providing Services to the Building;
 - (e) costs for pest control, cleaning, security, fire prevention and garbage removal;
 - (f) maintaining gardens; and
 - (g) management costs.
- (2) "Operating Expenses" does not include:
 - (a) land tax payable on the Land (if the Landlord is not permitted by law to recover land tax from the Tenant) or the Landlord's income tax or capital gains tax;
 - (b) costs of structural repairs; or
 - (c) expenses due solely to any tenant's use of its premises.

5.2 Payment of Operating Expenses

- (1) The Tenant must pay the Operating Expenses.
- (2) The Landlord may notify the Tenant of the Landlord's estimate of the Operating Expenses in advance of each Financial Year.
- (3) The Tenant must pay the Landlord the estimate by equal monthly instalments in advance at the same time as the Tenant is required to pay Rent.
- (4) At the end of each Financial Year following a review of Operating Expenses, any necessary adjustment between the estimated and actual Operating Expenses payable by the Tenant must be made within 1 month and any refund or further payment made by the relevant party.

5.3 Expenses Due to Tenant's Sole Use

- (1) The Tenant must pay to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Premises.

Title Reference 15946162

- (2) The Tenant must pay to the Landlord all expenses due solely to the Tenant's use of the Premises.

6. Damage and Destruction

6.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Landlord of the damage or destruction the Landlord:

- (1) must reduce the Rent and any other money owing to the Landlord by a reasonable amount depending on the type and extent of damage or destruction; and
- (2) cannot enforce clause 8.1 against the Tenant;
- until the Premises are fit for use or accessible.

6.2 Tenant May Terminate

The Tenant may terminate this Lease by notice to the Landlord unless the Landlord:

- (1) within 3 months of receiving the Tenant's notice of termination, notifies the Tenant that the Landlord will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

6.3 Exceptions

Clauses 6.1 and 6.2 do not apply where:

- (1) the damage or destruction:
- (a) was caused by; or
 - (b) was contributed to by, or
 - (c) arises from;
- any wilful act or negligence of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Landlord refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

6.4 Landlord May Terminate

If the Landlord considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises, it may terminate this Lease by giving the Tenant at least 1 month's notice ending on any day of the month. At the end of that month's notice, this Lease ends.

6.5 Dispute Resolution

- (1) Any dispute under this clause 6 must be determined by a member of the Australian Institute appointed by its president at the request of either party.

Title Reference 15946162

- (2) In making the determination, the appointed member acts as an expert and not as an arbitrator and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by both parties equally unless otherwise decided by the member.

6.6 Landlord Not Obligated to Reinstate

- (1) Nothing in this Lease obliges the Landlord to reinstate the Premises or the means of access to them.
- (2) When reinstating the Premises, the Landlord is entitled to change their design, fabric, character or dimensions to comply with any law or Official Requirement.

6.7 Antecedent Rights

Termination under this clause 6 does not affect either party's accrued rights before termination.

7. Use of the Premises

7.1 Permitted Use

The Tenant must use the Premises for the Permitted Use only.

7.2 Restrictions on Use

The Tenant must not:

- (1) disturb tenants of adjacent premises;
- (2) display any signs without the Landlord's consent;
- (3) overload any Services;
- (4) damage the Landlord's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Landlord's prior consent; or
- (6) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums.

7.3 No Warranty as to Use

The Landlord does not warrant that the Premises:

- (1) are suitable for any purpose; or
- (2) may be used for the Permitted Use.

7.4 Official Requirements

- (1) Subject to clauses 7.4(2) and 7.4(3), the Landlord must comply at its cost with Official Requirements concerning the Premises, the Building and the Land.

Title Reference 15946162

- (2) The Tenant must comply at its cost with Official Requirements:
 - (a) relating to the Tenant's Property;
 - (b) under disability discrimination legislation involving non-structural work to the Premises; or
 - (c) involving non-structural work to the Premises where the Official Requirements arise out of or are attributable to the Tenant's use of or business in the Premises.
- (3) The Tenant must bear the cost of compliance by the Landlord with Official Requirements:
 - (a) under disability discrimination legislation involving structural work to the Premises; or
 - (b) involving structural work to the Premises where the Official Requirements arise out of or are attributable to the Tenant's use of or business in the Premises.

7.5 For Sale Signs Etc.

- (1) The Landlord may:
 - (a) put up signs in the Premises if they are for sale or lease; and
 - (b) show anyone through the Premises after giving the Tenant 2 days' notice.
- (2) If the Premises are for lease, the signs may only be put up on the Premises within the last 3 months of the Term.

7.6 Emergency Evacuation Procedure and Drills

The Tenant and the Tenant's Employees must comply with all the Landlord's requirements for participation in emergency evacuation procedures and drills.

8. Maintenance and Repair

8.1 Repair

- (1) The Tenant must:
 - (a) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects;
 - (b) fix any damage caused by the Tenant or the Tenant's Employees;
 - (c) paint the interior and exterior of the Building at least once during the Term when the Landlord reasonably requires;
 - (d) promptly replace broken or defective light bulbs and tubes and repair leaking taps and cisterns, and clear blocked pipes within the Premises;
 - (e) keep the electrical wiring and plumbing in the Premises maintained in good order and condition; and
 - (f) promptly repair any damaged or inoperative door or window locks.

Title Reference 15946162

- (2) The Landlord may do any repairs or maintenance to the Building. The Landlord must give the Tenant reasonable notice before doing so and must cause as little disruption to the Tenant's business as is reasonably possible in the circumstances.

8.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

8.3 Landlord's Right to Inspect and Repair

- (1) The Landlord may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Landlord may enter at any time without giving the Tenant notice.
- (2) The Landlord may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Landlord does so, the Tenant must promptly pay the Landlord's costs.

8.4 Notice of Damage or Defect in Services

The Tenant must promptly give the Landlord notice of:

- (1) any damage to, defect or disrepair in the Services or the Landlord's Property; and
- (2) any circumstances likely to cause any risk to the Premises, the Building or any person.

9. Assignment and Subletting

9.1 The Tenant must obtain the Landlord's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

9.2 The Landlord must give its consent if:

- (1) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations in this Lease;
- (2) the new tenant signs any agreement and gives any security which the Landlord reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Landlord;
- (4) the Tenant is not in breach of the Lease; and
- (5) the Tenant pays the Landlord's reasonable costs of giving its consent.

9.3 If:

- (1) the Tenant is a company that is not a listed public company, nor a subsidiary of a listed public company; and

Title Reference 15946162

- (2) it is proposed to change the shareholding of the Tenant or its holding company so that a different person or persons will control the board of directors or more than 50% of the voting shares,

then the Tenant must not make the change unless it obtains the Landlord's approval and complies with clause 9.2 as if the person or persons obtaining control was a proposed assignee.

10. Insurances and Indemnities

10.1 Tenant's Insurance

The Tenant must maintain insurance for:

- (1) public risk for at least \$10,000,000 in the name of the Tenant with the Landlord noted as an interested party; and
- (2) plate glass in the Premises for its full value.

10.2 Tenant's Policies

All policies under this clause 10 must be acceptable to the Landlord and with an insurer approved by the Landlord.

10.3 Proof of Insurance Policies

The Tenant must give the Landlord evidence of its insurance if the Landlord asks for it.

10.4 Tenant's Release and Indemnity

- (1) The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.
- (2) The Tenant releases the Landlord from and indemnifies it against any Claim for damages, loss, injury or death:
- (a) whether or not it is caused by the Tenant's negligence or default if it:
- (i) occurs in the Premises;
- (ii) arises from the use of the Services in the Premises; or
- (iii) arises from the overflow or leakage of water from the Premises;
- except to the extent that it is caused by the Landlord's deliberate act or negligence; or
- (b) if it arises from the negligence or default of the Tenant or the Tenant's Employees, except to the extent that it is caused by the Landlord's deliberate act or negligence.
- (3) The Landlord must do everything reasonable to ensure the Services operate efficiently during normal working hours but the Landlord is not liable if they do not.
- (4) The Tenant releases the Landlord from and indemnifies the Landlord against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

Title Reference 15946162

11. Work health & safety

11.1 Additional definitions

In this clause 11, unless the context clearly indicates otherwise:

- (1) **Building** means any building or other fixed improvement:
 - (a) on the Land that the Tenant is required to repair or maintain or with the Landlord's consent will alter; and/or
 - (b) the Tenant, with the Landlord's consent will construct on the Land;
- (2) **Contractor** means the person engaged by the Tenant to undertake Work;
- (3) **Induction** means the Landlord's or Principal Contractor's work health and safety induction program for the Land or Building;
- (4) **PCBU** means a person conducting a business or undertaking as referred to in the WH&S Law;
- (5) **Principal Contractor** has the meaning given to the term 'principal contractor' in the WH&S Regulations;
- (6) **Safety Documents** means:
 - (a) work health safety policies and procedures;
 - (b) work health safety management system;
 - (c) risk assessments and safe work method statements;
 - (d) insurance certificates;
 - (e) incident reports; and
 - (f) any other documents relating to safety issues and Work;
- (7) **WH&S Act** means the *Work Health and Safety Act 2011* (Qld);
- (8) **WH&S Law** means the *Work Health and Safety Regulations 2011* (Qld); and
- (9) **Work** means any construction activity carried out by, or for the Premises.

11.2 Consultation, Cooperation and Coordination

The Tenant must cooperate, consult and coordinate with the Landlord, and any other relevant person nominated as the Landlord's delegate, and ensure that, where necessary, any of the Tenant's employees and agents cooperate, consult and coordinate with the Landlord, or any other relevant person nominated as the Landlord's delegate in relation to any work health and safety issues arising out of the Premises or the Work, so far as is reasonably practicable.

11.3 Builder's or Landlord's requirements

- (1) The Tenant must:

Title Reference 15946162

- (a) comply and ensure that the Contractor and each of the Contractor's employees and agents complies with any work health and safety guidelines reasonably formulated by the Landlord;
 - (b) complete the Induction and ensure that the Contractor and each of the Contractor's employees and agents complete the Induction before carrying out any Work at the Premises;
 - (c) ensure that no Work is undertaken by any person who has not completed the Induction and, upon request, provide evidence to the Landlord demonstrating compliance with this obligation;
 - (d) ensure that each of its employees and agents, and the Contractor, comply with the Landlord's reasonable requirements under WH&S Law in connection with the Building; and
 - (e) upon request, supply copies of Safety Documents to the Landlord.
- (2) The Landlord may prohibit an individual who has not completed the Induction to the Landlord's satisfaction (acting reasonably) from carrying out any part of the Work.

11.4 Appointment of Principal Contractors

Without limiting the Tenant's other obligations and the Landlord's rights under this agreement, for the period from the commencement of any Work until the first to occur to completion of the Work or the expiry or earlier termination of this Lease:

- (1) the Tenant is the PCBU commissioning the Work and must appoint a Principal Contractor for the Work;
- (2) the Landlord authorises the Tenant, and the party that the Tenant appoints as Principal Contractor, to exercise such authority as is necessary to discharge its obligations, and ensure the discharge of those imposed on a Principal Contractor under WH&S Law;
- (3) the Tenant must ensure that a copy of any written notice of subsequent appointment of a different person as Principal Contractor is immediately given to the Landlord;
- (4) the Tenant must ensure that the Work is carried out in a manner which at all times complies with WH&S Law, including by ensuring that:
 - (a) all required Safety Documents are in place before Work commences, are maintained and applied in the workplace;
 - (b) the Principal Contractor installs signs that are clearly visible from outside the Premises identifying the Principal Contractor and stating the contact telephone numbers for the Principal Contractor (including an after hours emergency telephone number).

11.5 Control Premises

Without limiting the Tenant's obligations and the Landlord's rights under this Lease, the parties agree that for the period from the commencement of any Work until the first to occur of completion of the Work or the expiry or earlier termination of this Lease:

- (1) the Tenant has control and management of:

Title Reference 15946162

- (a) those parts of the Premises where the work is being carried out and completed as a workplace area; and
 - (b) the Work; and
- (2) the Tenant must comply with WH&S Law concerning the control and management of those parts of the Premises where the work is being carried out and completed as a workplace area and the Work, including by preparing a plan for the systematic control of all workplace hazards, providing access to the current plan, maintaining and updating the plan and monitoring its application.

11.6 Protection of Public

- 11.7 The Tenant must ensure that, at all times, there is adequate separation of the Work from other areas of the Land to ensure the protection of the Landlord, other occupiers or users of any of the Land and members of the public.

12. Quiet Enjoyment

- 12.1 If the Tenant performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

13. Mortgagee's Consent – Intentionally Deleted

14. Default and Termination

14.1 Default

The Tenant defaults under this Lease if:

- (1) the Rent or any money payable by the Tenant is not paid when due;
- (2) the Tenant breaches any other term of this Lease;
- (3) the Tenant assigns its property for the benefit of creditors; or
- (4) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001*.

14.2 Forfeiture of Lease

If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may do any one or more of the following:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Lease;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;

Title Reference 15946162

- (5) recover from the Tenant or the Guarantor (if any) any loss suffered by the Landlord due to the Tenant's default.

14.3 Consequences of Default

(1) Repudiation

- (a) If the Tenant repudiates this Lease or breaches an essential term of this Lease and the Landlord terminates this Lease, the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.
- (b) The essential terms are:
- (i) to pay Rent [clause 3.1];
 - (ii) to pay Operating Expenses [clause 5.2(3)];
 - (iii) to pay GST [clause 4];
 - (iv) to use the Premises for only the Permitted Use [clause 7.1];
 - (v) to comply with Official Requirements [clause 7.4];
 - (vi) not to assign, sublet or deal with the Lease without consent [clause 9.1]; and
 - (vii) to repair [clause 8.1].

(2) Landlord's Entitlement to Damages

The Landlord's entitlement to damages is not limited or affected if:

- (a) the Tenant abandons the Premises;
- (b) the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the parties' conduct constitutes or may constitute a surrender by operation of law.

(3) Liquidated Debt

The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

14.4 Waiver

- (1) No waiver by the Landlord is effective unless it is in writing.
- (2) Despite the Landlord's knowledge at the time, a demand for Rent or other money owing by the Tenant or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Tenant.

Title Reference 15946162

14.5 Tender After Termination

Any money tendered by the Tenant after termination and accepted by the Landlord will be applied towards money owing under this Lease at the Landlord's discretion.

14.6 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at a rate 2% above the rate that would be charged to the Landlord by the Landlord's bank for borrowing the same amount on unsecured overdraft as certified by the Landlord's bank manager.

15. Termination of Term

15.1 Tenant's Obligations

On termination the Tenant must:

- (1) vacate the Premises and give them back to the Landlord in good repair and condition;
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

15.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Landlord may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Landlord who may deal with it as it thinks fit without being liable to account to the Tenant.

16. General

16.1 Notices

(1) In Writing

Any notice given under this Lease must be in writing. A notice by the Landlord is valid if signed by an officer or solicitor of the Landlord or any other person nominated by the Landlord.

(2) Notice of Tenant's Address

The Tenant must promptly notify the Landlord of its address and facsimile number and the address and facsimile number of any Guarantor and update the notice if any changes occur.

(3) Service of Notice on Tenant

The Landlord may serve a notice on the Tenant by:

- (a) giving it to the Tenant personally;

Title Reference 15946162

- (b) leaving it at the Premises;
- (c) sending it to the Tenant's facsimile number; or
- (d) posting it to the Tenant's last known registered office, place of business or residence.

(4) Service of Notice on Landlord

The Tenant may serve a notice on the Landlord by leaving it at, or posting or faxing it to the Landlord's office set out in Item 1 of the Reference Schedule.

16.2 Landlord's Costs

The Tenant must pay the Landlord:

- (1) stamp duty and registration fees on this Lease;
- (2) the Landlord's reasonable expenses:
 - (a) for the preparation and registration of this Lease;
 - (b) relating to any assignment, subletting or extension;
 - (c) relating to any surrender or termination of this Lease except through its expiry;
 - (d) arising from any breach of this Lease by the Tenant;
 - (e) for any consent required under this Lease; and
 - (f) for obtaining the Landlord's mortgagee's consent to this Lease; and
- (3) the costs associated with complying with any conditions of consent to this Lease.

16.3 Power of Attorney

- (1) The Tenant irrevocably appoints the Landlord and each of its officers as the Tenant's attorney.
- (2) After the right to re-enter has arisen the Landlord, as the Tenant's attorney, may sign:
 - (a) a surrender of this Lease;
 - (b) a withdrawal of any caveat lodged by the Tenant; or
 - (c) any other document concerning this Lease.
- (3) In doing so, the attorney may use the Tenant's name and do anything relating to the Premises which the Tenant could do.

16.4 Dealing with the Land

The Landlord may grant easements or other rights over the Land.

Title Reference 15946162

17. Option of Renewal

17.1 Option

If a further term has been inserted in Item 5 of the Reference Schedule and the Tenant:

- (1) wishes to lease the Premises for the further term;
- (2) gives notice to that effect to the Landlord not less than 3 months before and not more than 6 months before the Term expires; and
- (3) has not breached a term of this Lease stated by clause 14.3(1)(b) to be an essential term;

the Landlord must grant a lease of the Premises ("**Further Lease**") to the Tenant on the same terms as this Lease except that in the Further Lease, the reference schedule is varied as follows:

Item 4 **Term**

1 commencing on 22 November 2024 and terminating on 21 November 2029

Item 5 **Option to Renew**

Not applicable

Item 6 **Rent**

[An amount to be agreed between the Landlord and the Tenant or, failing agreement 2 months before the Term expires, an amount to be determined by following the procedure set out in clause 3.4 as if the last day of the Term was a Market Review Date but in any event not less than the Rent payable in the last year of the Term]

17.2 Omission of this Clause 17

This clause 17 will be omitted from the Further Lease.

17.3 Parties to Sign Further Lease

The Landlord, the Tenant and the Guarantor (if any) must sign the Further Lease or an instrument of variation under section 67 of the *Land Title Act 1994* within a reasonable time.

18. Severability

- 18.1 If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.

19. Entire Understanding

19.1 This Lease:

- (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

Title Reference 15946162

19.2 Each party has entered into this Lease without relying on any representation by any other party or any person purporting to represent that party.

20. Organisations

20.1 If any organisation ceases to exist, a reference to that organisation will be taken to be a reference to an organisation with similar objects to the original organisation nominated by the Landlord.

20.2 Reference to the president of an organisation will, in the absence of a president, be read as a reference to any person fulfilling the duties of a president.

21. Landlord's Consent

21.1 Unless otherwise stated, if the Landlord's consent or approval is required:

- (1) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (2) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (3) it is not effective unless in writing.

22. Property Law Act

22.1 The following sections of the *Property Law Act 1974* do not apply to this Lease:

- (1) section 105 (pay rent and repair);
- (2) section 107 (landlord's right to enter, repair and take possession); and
- (3) section 109 (short form covenants).

23. Governing Law and Jurisdiction

23.1 The law of Queensland governs this Lease.

23.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

24. Guarantee and Indemnity – Intentionally Deleted

Title Reference 15946162
TABLE OF CONTENTS

REFERENCE SCHEDULE	2
1. Definitions and Interpretation	3
2. Term and Holding Over	4
3. Rent and Rent Reviews	5
4. Goods and Services Tax	6
5. Operating Expenses	7
6. Damage and Destruction	8
7. Use of the Premises	9
8. Maintenance and Repair	10
9. Assignment and Subletting	11
10. Insurances and Indemnities	12
11. Work health & safety	13
12. Quiet Enjoyment	15
13. Mortgagee's Consent	15
14. Default and Termination	15
15. Termination of Term	17
16. General	17
17. Option of Renewal	19
18. Severability	19
19. Entire Understanding	20
20. Organisations	20
21. Landlord's Consent	20
22. <i>Property Law Act</i>	20
23. Governing Law and Jurisdiction	20
24. Guarantee and Indemnity	20