

Dealing Number



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<b>1. Lessor</b>	<b>Lodger</b> (Name, address E-mail & phone number)	<b>Lodger Code</b>
STEPHEN DOUGLAS PROTHEROE AND ROBYN MARGARET PROTHEROE		

Lease assigned to the new owner / tenant

<b>2. Lot on Plan Description</b>	<b>Title Reference</b>
LOT 2 ON SP293269	51131324

<b>3. Lessee</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
		SCAFCLAD PTY LTD ACN 114 767 323 AS TRUSTEE	
		SUVLA PROPERTIES PTY LTD ACN 154 714 940 AS TRUSTEE	As tenants in common in equal shares

**4. Interest being leased**  
Fee Simple

**5. Description of premises being leased**  
The whole of the land

<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date/event: 01/01/2019 Expiry date: 31/12/2023 and/or Event: #Options: 2 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	\$160,000.00 plus GST per annum payable calendar monthly in advance and as varied in the schedule hereto

**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;~~ ~~the attached schedule and document no. \_\_\_\_\_;~~ ~~document no. \_\_\_\_\_~~; \*Option in registered Lease no. 707700667 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

*Alvely* ..... signature

TANA MARIE HEHIR ..... full name

*C Dec 93464* ..... qualification

Witnessing Officer

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

*01/11/18*  
Execution Date

*R. Protheroe*  
.....

Lessor's Signature

**9. Acceptance**

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

..... signature

..... full name

..... qualification

Witnessing Officer

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

SCAFCLAD PTY LTD  
ACN 114 767 323

*SIDNEY JOHN LEADE*  
DIRECTOR/SECRETARY *[Signature]*  
.....

Lessee's Signature

*30/10/18*  
Execution Date

See Attached Schedule

*DANIEL LEADE*  
DIRECTOR *[Signature]*

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**9. Acceptance**

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

..... signature

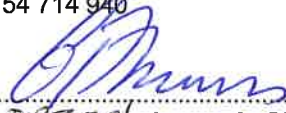
SUVLA PROPERTIES PTY LTD  
ACN 154 714 940

..... full name

..... qualification

**Witnessing Officer**

30/10/18  
**Execution Date**

  
.....  
SOLE DIRECTOR / SECRETARY **Lessee's Signature**

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

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- Item 1: **Term:**  
Five (5) years
- Item 2: **Rent**  
\$160,000.00 plus GST per annum.
- Item 3: **Review Date(s) (CPI/Market/Fixed):**
- (a) **CPI Review Dates** 1 December 2019, 1 December 2020, 1 December 2021, 1 December 2022, 1 December 2024, 1 December 2025, 1 December 2027, 1 December 2028
  - (b) **Market Review Dates** 1 December 2023 and 1 December 2026
  - (c) (i) **Fixed Increase Dates** not applicable
  - (ii) **Fixed Increase Percent** not applicable
- Item 4: **Minimum Increase Percentage**  
Not applicable
- Item 5: **Agreed Proportion of Outgoings**  
100%
- Item 6: **Permitted Use**  
Warehouse, Light Manufacturing and Printing
- Item 7: **Insurance - Public Risk**  
\$20,000,000.00
- Item 8: Intentionally deleted.
- Item 9: **Option Periods**  
2 option periods of three years' duration
- Item 10: **Bank Guarantee**  
That amount equivalent of two (2) months' rent plus GST
- Item 11: **Guarantors**  
**SIDNEY JOHN EADE** of 4 Rose Road, Southside. QLD 4570  
**DANIEL EADE** of 83 Gympie View Drive, Southside. QLD 4570  
**GRAEME THOMAS** of 10 Warren Street, Wakerley. QLD 4154

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## INTERPRETATION

### 1.1 Terms and Reference Schedule

- (1) Terms in **bold** in the Reference Schedule have the meaning shown opposite
- (2) Item numbers refer to those in the Reference Schedule unless stated otherwise

### 1.2 Definitions

- (1) "**Agreed Proportion of Outgoings**" means the percentage in Item 5 of the Reference Schedule.
- (2) "**API**" means the Australian Property Institute (Inc) Queensland Division
- (3) "**Bank Guarantee**" means an unconditional and irrevocable undertaking by a bank for the amount in Item 10 of the Reference Schedule on terms acceptable to the **Landlord** or cash for the equivalent amount
- (4) "**Building**" means all buildings and improvements on the **Land** of which the **Premises** form part including the land
- (5) "**Commencement Date**" means the day inserted in Item 6 of the Form 7
- (6) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located
- (7) "**Expiry Date**" means the day inserted in Item 6 of the Form 7
- (8) "**Financial Year**" means 1 July to 30 June
- (9) "**Land**" means the property described in Item 2 of the Form 7
- (10) "**Landlord**" means the party described in Item 1 of the Form 7
- (11) "**Landlord's Property**" means any property owned by the **Landlord** in or on the **Building**
- (12) "**Lettable Area**" means the parts of the **Building** the **Landlord** has leased or intends to lease at a commercial rental
- (13) "**Outgoings**" means the Landlord's reasonable expenses directly attributable to the operation, maintenance or repair of the **Building** and charges, levies, premiums, rates or taxes payable by the **Landlord** because it is the owner or occupier of the **Building** or the **Land** and such expenses include, but will not be limited to, all costs associated with:
  - (a) rates, taxes and charges payable to the Local Authority
  - (b) taxes and charges payable to any Government Authority but not including income tax, land tax and capital gains tax
  - (c) cleaning costs and materials
  - (d) rubbish removal
  - (e) light and power charges;
  - (f) insurance premiums;
  - (g) all repairs and maintenance to the **Building** of a non-structural nature; and

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(h) excess water charges payable to the local authority.

but not including:-

- (a) expenditure of a capital nature;
- (b) depreciation or contributions to a sinking fund; and
- (c) management fees.

- (14) "**Premises**" means the premises described Item 5 of the Form 7 and includes the **Landlord's Property** in the **Premises**
- (15) "**Renewed Lease**" means a Lease of the **Premises** for the relevant period set out in Item 9 of the Reference Schedule on the terms set out in Clause 15
- (16) "**Rent**" means the amount in Item 2 of the Reference Schedule as varied under this Lease
- (17) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, hydraulic, elevator and security services and all other utilities, services or systems provided in the **Building**
- (18) "**Tenant**" means the party described in Item 3 of the Form 7
- (19) "**Tenant's Property**" means all fixtures, fittings, equipment, stock and other articles in the **Premises** owned by the **Tenant**
- (20) "**Valuer**" means a person who has at least three (3) years' experience in valuing the kind of premises leased by this Lease

**1.3 Reference**

- (1) Reference to:
  - (a) the singular includes the plural and the plural includes the singular
  - (b) a person includes a body corporate
  - (c) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

**2 RENT AND OTHER PAYMENTS**

**2.1 Payments**

The **Tenant** must pay the **Landlord**:

- (a) the **Rent**
- (b) the **Agreed Proportion of Outgoings**
- (c) charges for **Services** to the **Premises** during the **Term**
- (d) stamp duty assessed on the Lease and costs of registering the Lease

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- (e) costs of the survey plan attached to the Lease, if any
- (f) the **Landlord's** reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease.
- (g) all reasonable costs and expenses incurred by the **Landlord** in relation to any notice of default properly given to the **Tenant** in accordance with this Lease, the lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the **Landlord** to enforces the **Tenant's** performance and obligations under this Lease
- (h) any tax or levy in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the receipt of payments including **Rent** incurred by the **Landlord** during the **Term**

2.2 **Manner of Payment**

- (1) The **Tenant** must pay the **Rent**:
  - (a) by equal monthly instalments in advance on the first day of each month
  - (b) the first payment must be made on the Commencement Date
  - (c) if necessary the first and last instalments must be apportioned on a daily basis.
- (2) The **Tenant** must pay the **Agreed Proportion of Operating Expenses** for each **Financial Year** in the same manner as **Rent**.
- (3) The **Tenant** must make all other payments promptly to the relevant assessing authority if assessed directly against the **Tenant** but otherwise to the **Landlord** upon receipt of an invoice.
- (4) Payments of **Rent** must be made as the **Landlord** directs.

2.3 **Charges for Electricity**

The **Tenant** must pay all charges for gas, electricity and water use by the **Tenant** in the **Premises**.

3 **RENT REVIEWS**

3.1 **CPI Review**

Where **CPI Review Dates** are inserted in Item 3(a) of the Reference Schedule the **Rent** must be reviewed on each **CPI Review Date** to an amount represented by A where:

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

Where B = the **CPI** for the quarter ending immediately before the relevant CPI review date.

C = the **CPI** for the quarter one (1) year before the quarter in B; and

D = the **Rent** payable immediately before the **CPI Review Date**.

3.2 **Market Review**

- (1) Where **Market Review Dates** are inserted in Item 3(b) of the Reference Schedule the **Rent** must be reviewed in each **Market Review Date** to an amount equal to the current market rent for the **Premises** at the commencement of the year under review.

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- (2) The current market rent must be agreed upon between the **Landlord** and the **Tenant** and if agreement on the current market rent is not reached by one month after commencement of the year under review, must be determined by a **Valuer**, acting as an expert and not an arbitrator, to be agreed upon by the **Landlord** and the **Tenant** or failing agreement, as nominated by the President of the **API**.
- (3) In arriving at a decision, the **Valuer** must take no account of any increase in rental value of the **Premises** attributable at the review date of any improvements to the **Premises** carried out by the **Tenant** or **Landlord** by way of fit out.
- (4) The costs of the **Valuer** must be borne equally by the **Landlord** and the **Tenant**.

3.3 **Fixed Review**

Where **Fixed Increase Dates** are inserted in Item 3(c)(i) of the Reference Schedule the from and including each **Fixed Increase Dates** the **Rent** increases by the corresponding percentage set out in Item 3(c)(ii) of the Reference Schedule.

3.4 **Rent Not to Decrease**

The **Rent** in any year will not in any circumstances be less than an amount equivalent to the percentage in Item 4 of the Reference Schedule multiplied by the **Rent** payable in the immediately preceding year.

3.5 **Payment of Rent Prior to Review**

- (1) Until a determination of **Rent** is made, the **Tenant** must pay the **Rent** payable before the date of the relevant review.
- (2) Any variation in **Rent** resulting from a review takes effect on the relevant review date.
- (3) Within fourteen (14) days of a determination, the **Landlord** must refund any overpaid **Rent** or the **Tenant** must pay any shortfall.

**4 USE OF THE PREMISES**

4.1 **Use of Premises**

- (1) The **Tenant** must bring the **Premises** into active and bonafide use for the **Permitted Use** and for no other purpose.
- (2) The **Landlord** does not warrant the **Premises** are suitable for any purpose or may be used for the **Permitted Use**.

4.2 **Conduct**

The **Tenant** must not:

- (a) allow the **Premises** to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the **Landlord**
- (b) use any form of power other than gas or electric current or gas supplied through metres
- (c) overload the Services
- (d) damage the Landlord's Property
- (e) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums
- (f) display, paint or erect any signs on the exterior of the **Premises**, save for standard business signage

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- (g) interfere with any drains, water supply, gas, electrical, plumbing, air-conditioning equipment or other services or any of the Landlord's Property
- (h) make holes, deface or damage floors, walls or ceilings or other parts of the Premises
- (i) use or install any product or property in the Premises likely to cause damage

**4.3 Consent**

The **Tenant** may seek the **Landlord's** written consent to any of the matters in Clause 4.2 which can be granted at the **Landlord's** discretion.

**4.4 Tenant's Obligation**

The **Tenant** must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the **Permitted Use** in the **Premises**
- (b) immediately notify the Landlord of any damage to, defect or disrepair in the Services or the Landlord's Property
- (c) immediately provide the Landlord with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises
- (d) at the expiration or sooner determination of the Term return all keys of the Premises to the Landlord
- (e) lock all exterior doors and windows in the Premises and the Building when the Premises or the Building are not being used
- (r) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Tenant.

**5 MAINTENANCE AND REPAIR**

**5.1 Repair**

The **Tenant** must:

- (a) keep the **Premises**, including all signage, in good repair and condition except for fair wear and tear, and structural defects and repairs
- (b) fix any damage caused by the **Tenant** or its employee or customers
- (c) repair, maintain or replace all glass in the **Premises**, the doors locks windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the **Premises**
- (d) during the last year of the **Term**, if reasonably required by the **Landlord** having regard to the condition of the **Premises**, paint the walls, ceilings and other painted surfaces of the interior of the **Premises** with two (2) coats of first quality paint in a proper and workmanlike manner by qualified tradespersons in the original colours or in such other colours approved by the **Landlord**.
- (e) Ensure that all roller doors are serviced annually and maintained in good repair and condition
- (f) Ensure that all emergency lighting is tested and maintained in accordance with all relevant legislation



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## 5.2 Air Conditioning

The **Tenant** shall be responsible for the repair and maintenance of the air-conditioning units and shall carry out servicing in accordance with the manufacturer's recommendations.

## 5.3 Cleaning

The **Tenant** must:

- (a) keep the **Premises** clean and tidy, consistent with the nature of the business conducted on the **Premises**
- (b) keep the **Tenant's Property** clean and tidy

## 5.4 Landlord's Right to Inspect and Repair

- (1) Upon giving the **Tenant** prior notice the **Landlord** may inspect or carry out necessary repairs, or maintenance, or building work in or around to the **Premises** at any reasonable time. 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 under this Lease if the **Tenant** does not carry them out on time or as reasonably directed by the **Landlord**. If the **Landlord** does so, then the **Tenant** must pay the **Landlord's** expenses.

## 5.5 Tenant's Works

- (1) The **Tenant** must not carry out any building work without the **Landlord's** consent. The **Landlord** cannot unreasonably refuse to give its consent if:
  - (a) the **Landlord** approves the **Tenant's** drawings and specifications for the works
  - (b) the **Tenant** and the **Landlord** agree on the type, quality, colour and size of the materials to be used
  - (c) the **Landlord** reasonably approves of the **Tenant's** builder.
- (2) The **Tenant** must:
  - (a) pay for any work approved under Clause 5.5(1);
  - (b) indemnify the **Landlord** against all injury or damage to the **Premises** or the **Building** caused by those works, and
  - (c) maintain the works.

## 5.6 Landlord's Fitout

If the **Landlord** has provided any fitout to the **Premises** then:

- (a) that fitout is **Landlord's Property**
- (b) the **Tenant** must not damage any fitout provided by the **Landlord** or install any additional fitout without the consent of the **Landlord** which must not be unreasonably withheld
- (c) if during the **Term** of this Lease or any renewed term, any fitout provided by the **Landlord** needs to be replaced because of fair wear and tear, then the **Landlord** will replace that fitout with fitout of a like quality
- (d) If during the **Term** of this Lease or any renewed term, the **Tenant** requires any fitout by the **Landlord** to be replaced for reason other than fair wear and tear, the **Landlord** or the **Tenant** with the **Landlord's** consent will replace that fitout at the cost of the **Tenant**.

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**6 ASSIGNMENT AND SUBLETTING**

- 6.1 The **Tenant** may only assign, sublet, mortgage, charge or deal with the Lease or the **Premises** with the **Landlord's** consent which must not be unreasonably withheld.
- 6.2 The **Landlord** must give its consent if:
- (a) the **Landlord** is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the **Tenant's** obligations under this Lease
  - (b) Then Tenant and the new tenant signs any agreement and gives any security which the Landlord reasonably requires
  - (c) The Tenant complies with any other reasonable requirements of the Landlord
  - (d) The Tenant is not in breach of the Lease
  - (e) The Tenant releases the Landlord from all claims the Tenant has or may have in respect of this Lease
  - (f) The Tenant pays the Landlord's reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees.
- 6.3 If the **Tenant** is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares of the board is an assignment of this Lease and must be dealt with in accordance with this Lease.

**7 LANDLORD'S RIGHTS AND OBLIGATIONS**

**7.1 Variations In Tenant's Agreed Proportion**

If the **Landlord** modifies the **Building** or alters the **Lettable Area**, the **Landlord** can recalculate the **Agreed Proportion of Outgoings** on the same basis as the **Agreed Proportion of Outgoings** was calculated before the **Commencement Date** but taking into account the increased or reduced (as the case may be) **Lettable Area**. Every such recalculation shall be binding on the parties to this Lease from the date the **Landlord** notifies the **Tenant** in writing.

**7.2 Quiet Enjoyment**

Provided the **Tenant** complies with the terms of this Lease the **Tenant** can peaceably hold and enjoy the **Premises** during the continuance of this Lease without any interruption by the **Landlord** or any other person lawfully claiming under the **Landlord**.

**7.3 Insurance**

The **Landlord** must insure the **Building** (but excluding all additions to the **Premises** carried out by the **Tenant** and the **Tenant's Property**) for its full replacement value and unless the insurance becomes void or voidable through or by reason of some default by the **Tenant** keep it insured.

**7.4 Rates and Taxes**

The **Landlord** must pay all **Outgoings** not payable by the **Tenant**.

**7.5 Maintenance**

The **Landlord** must maintain the structural integrity of the **Premises** and the **Building** subject to the **Tenant's** obligations herein.

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**7.6 Services**

The **Landlord** must do everything reasonable to ensure the **Services** and **Landlord** supplied fixtures, fittings and equipment operate efficiently during normal working hours but the **Landlord** is not liable if they do not.

**7.7 Consent of Mortgagee**

The **Landlord** must obtain from any mortgagee an unconditional consent in writing to this Lease.

**8 RISK**

**8.1 Own Risk**

The **Tenant** occupies and uses the **Premises** at its own risk. The **Tenant** also carries out building work in the **Premises** at its own risk.

**8.2 Release**

The **Tenant** releases to the fullest extent permitted by Law, the **Landlord** and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the **Premises** or in any part of the **Building** or outside the **Building** except to the extent that it is caused by a deliberate act, negligence or default by the **Landlord** or its agents, employees or contractors or from structural defects.

**8.3 Indemnity**

Without limiting the generality of Clause 8.2 the **Tenant** indemnifies and holds indemnified the **Landlord** and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the **Landlord** may sustain or incur or for which the **Landlord** or its agents, employees and contractors shall or may be or become liable whether during or after the **Term** in respect of or arising from:

- (1) **Breach of Covenant** - Loss, damage or injury to property or person from or contributed to by the neglect or default of the **Tenant** to observe or perform any of the covenants, conditions and restrictions on the part of the **Tenant** whether positive or negative expressed or implied
- (2) **Misuse** - Negligent use or misuse, waste or abuse by the **Tenant** or any servant, agent or sub-tenant of any **Services** to the **Premises** or to the **Building**
- (3) **Escape of Harmful Agent** - Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the **Premises** caused or contributed to by any act or omission on the part of the **Tenant** its servants, agents or sub-tenants
- (4) **Failure to Notify** - Failure of the **Tenant** to notify the **Landlord** of any defect of which it is aware in the **Premises** whatsoever
- (5) **Use of Premises** - Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Premises by the Tenant or any servant, agent or sub-tenant
- (6) **Personal Injury** - Any personal injury sustained by any person in or about the Premises or the Building howsoever caused other than the wilful or negligent act or omission of the Landlord or its servants or agents

except in each case to the extent that the actions, claims, losses, damages and costs were caused by the negligence or default of the **Landlord** or its agents, employees or contractors or structural defects where notice of such defects had been given to the **Landlord** by the **Tenant** in accordance with the obligations pursuant to Clause 4.4(b).

**8.4 Insurance**

- (1) At all times during the continuance of this Lease the **Tenant** must effect and keep current:

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- (a) a public liability insurance policy in respect of the **Premises** having endorsement to include the risks and indemnities contained in Clause 8.3 in the names of the **Landlord** and all persons having superior title to the **Landlord** and the **Tenant** for their respective interests in an amount set out in Item 7 of the Reference Schedule or any higher amount that the **Landlord** may from time to time reasonably require the **Tenant** by notice in writing to effect for of any single claim, accident or event, with an insurance office or company approved by the **Landlord** (such approval not to be unreasonably withheld)
- (b) a policy of insurance in the names of the **Landlord** and the **Tenant** for their respective interests to cover:
  - (i) the full reinstatement replacement costs of plate glass in the **Premises**
  - (ii) special industrial risks (if any) due to the specific **Permitted Use of the Premises** by the **Tenant** (if any)with an insurance office or company approved by the **Landlord** (such consent not to be unreasonably withheld) with a reputable insurer.
- (c) worker's compensation including employer's liability insurance (unlimited cover).
- (2) The **Tenant** must give the **Landlord** a copy of the certificate of currency when requested.

**8.5 Notice of Accident**

The **Tenant** must give the **Landlord** prompt notice in writing of any accident in or want of repair to the **Premises** or defect in any **Services** which it is aware.

**8.6 Conduct Voiding Insurance**

The **Tenant** must not knowingly do or permit to be done or omit to do any act in the **Premises** or on the common areas which may render void or voidable any insurances on the **Building** or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the **Tenant** must do or permit to be done immediately upon request by the **Landlord**, everything necessary to ensure the continuance of any insurances effected by the **Landlord**.

**9 DEFAULT AND TERMINATION**

**9.1 Essential Terms**

The essential terms are:

- (a) Payments [Clause 2.1]
- (b) Use of Premises [Clause 4.1]
- (c) Conduct [Clause 4.2]
- (d) Tenant's Obligations [Clause 4.4]
- (e) Repair [Clause 5.1]
- (f) Cleaning [Clause 5.2]
- (g) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1].

**9.2 Default**

The **Tenant** is in default of this Lease if:

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- (a) it breaches an essential term of this Lease
- (b) it repudiates its obligations under this Lease
- (c) it is insolvent
- (d) its interest under this Lease is attached or taken in execution under any legal process, or
- (e) it does not comply with any other term of this Lease within a reasonable time after receiving written notice from the **Landlord** to do so.

**9.3 Termination of Tenancy**

- (1) If the **Tenant** is in default and does not remedy the default within the time stated in any notice from the **Landlord**, the **Landlord** may do any one or more of the following without prejudice to any other right which it may have against the **Tenant**:
  - (a) by notice to the **Tenant**, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy
  - (b) by notice to the **Tenant**, terminate the Lease and take possession of the **Premises**
  - (c) recover from the **Tenant** any loss suffered by the **Landlord** due to default of the **Tenant**
  - (d) exercise any of its other legal rights.
- (2) The **Landlord** must take reasonable steps to mitigate its loss.

**10 EXPIRY OF TERM**

**10.1 Tenant's Obligations**

On expiry of the **Term** or earlier termination the **Tenant** must:

- (a) vacate the **Premises** in good repair and clean condition fair wear and tear being acceptable
- (b) remove all the **Tenant's Property** from the **Premises**
- (c) repair any damage caused by removal of the **Tenant's Property**
- (d) return all keys, security passes and cards held by the **Tenant** or its employees, and
- (e) if reasonably required by the **Landlord**, paint the **Premises** with two coats of first quality paint in a workmanlike manner in colours approved in writing by the **Landlord**.

**10.2 Failure to Remove Tenant's Property**

If the **Tenant** does not remove the **Tenant's Property** on expiry or earlier termination, the **Landlord** may:

- (a) remove and store the **Tenant's Property** at the **Tenant's** risk and expense, or
- (b) treat the **Tenant's Property** as being 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**.

Title Reference [ 51131324 ]

### 10.3 Power of Attorney

- (1) The **Tenant** irrevocably appoints the **Landlord** and each and every one of its directors to be the true and lawful attorney of the **Tenant** to act at any time after the power to take back possession of the premises has been exercised.
- (2) The attorney is empowered to:
  - (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the **Tenant** affecting the **Land** together with any other documents needed to effect those dealings
  - (b) do all things which the **Tenant** is required to do under this Lease.
- (3) The **Tenant** undertakes to ratify and confirm anything the attorney lawfully does and to pay the **Landlord's** reasonable expenses incurred in exercising the powers under Clause 10.3 on demand.

## 11 MONTHLY TENANCY

### 11.1 Monthly Tenancy

If the **Tenant** continues to occupy the **Premises** after the **Expiry Date** in accordance with this Lease:

- (a) The **Tenant** does so as a monthly tenant on the same conditions as at the last day of the **Term**, and
- (b) either party may terminate the monthly tenancy by giving to the other one (1) months' notice expiring on any day.

## 12 DAMAGE AND DESTRUCTION

### 12.1 Rent Reduction

If the **Building** is damaged or destroyed and the **Tenant** or its employees have not caused or contributed to such damage or destruction and as a result the **Premises** are wholly or partially unfit for use or the **Tenant** cannot gain access to the **Premises** then from the date that the **Tenant** notifies the **Landlord** of the damage or destruction until the date that the **Premises** are again fit for use and accessible the **Landlord**:

- (a) must reduce the **Rent, Agreed Proportion of Outgoings** and any other money payable to the **Landlord** by a reasonable amount depending on the type and extent of damage or destruction, and
- (b) cannot require the **Tenant** to clean, repair or maintain until the **Premises** are fit for use and accessible.

### 12.2 Tenant May Terminate

The **Tenant** may terminate this Lease by thirty (30) days' notice to the **Landlord** unless:

- (a) within three (3) months of the event causing damage or destruction, the **Landlord** notifies the **Tenant** that the **Premises** will be reinstated, and
- (b) carries out reinstatement works within a reasonable time having regard to the extent of the damage.

### 12.3 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 to the **Tenant** notice in writing.

Title Reference [ 51131324 ]

#### 12.4 No Obligation to Rebuild

The **Landlord** is not obliged to restore the **Building** or **Premises** according to the former specifications so long as the layout and dimensions of the **Premises** and **Services** are not substantially different.

#### 12.5 Dispute Resolution

- (1) The **Tenant** is entitled to dispute the reasonableness of any reduction of rent and other moneys
- (2) Any dispute as to the extent and reasonableness of any reduction in rent and other moneys must be determined by an independent **Valuer** appointed by the president of the **API** at the request of either party
- (3) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties
- (4) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed **Valuer**.

#### 12.6 Antecedent Rights

Termination under Clause 12 or any other provision of this Lease does not affect either parties' accrued rights before termination.

### 13 SALE BY LANDLORD

- 13.1 Before transferring any interest in the **Land**, the **Landlord** must obtain a signed deed from the transferee containing covenants in favour of the **Tenant** that the transferee will be bound by the terms of this Lease and will not transfer its interest in the **Land** unless it obtains a similar deed from its transferee.
- 13.2 If the **Landlord** wishes to sell the land, then, before doing so, it shall first offer to sell the land to the **Tenant** upon the same terms and conditions as it is prepared to accept from a third party. Upon receipt of such offer the **Tenant** shall have fourteen (14) days to accept such offer.

### 14 GENERAL

#### 14.1 Naming Rights

The **Landlord** may:

- (a) name or rename the **Building**
- (b) alter or build additions to the **Building** and in so doing interrupt the **Services** provided any interruption is minimised.

#### 14.2 Landlord May Rectify

If the **Tenant** does not perform any obligation under this Lease the **Landlord** may perform that obligation as agent of the **Tenant** and the full cost to the **Landlord** of performing that obligation is payable by the **Tenant** to the **Landlord** on demand.

#### 14.3 Notices

To be valid or effective a notice or document must be:

- (a) in writing, and
- (b) left at, posted by registered post or sent by facsimile number to the **Landlord** or **Tenant** at the address last notified by the receiving party.

**Title Reference [ 51131324 ]**

**14.4 Waiver Negatived**

Failure by the **Landlord** or **Tenant** to exercise any power or right under this Lease can not be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

**14.5 Entire Agreement**

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease, and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

**14.6 Severability**

If any provision of this Lease or its application to any person or circumstance is or becomes unenforceable, illegal or void the remaining covenants are not effected and each covenant of this Lease is enforceable to the greatest extent permitted by Law.

**14.7 Obligations of Parties**

The respective covenants and obligations of the parties as set out in this Lease whether positive or negative must be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the **Term** and for so long as it remains to be performed.

**14.8 Statutes and Regulations**

Reference to statutes regulations ordinances or by-laws are deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

**14.9 Governing Law**

This Lease must be governed by and construed in accordance with the law of the State of Queensland.

**14.10 Saturdays, Sundays and Public Holidays**

If under this Lease the day on or by which any act, matter or thing must to be done is a Saturday, Sunday or a public holiday that act matter or thing must be done on the next succeeding day which is not a Saturday, Sunday or Public holiday.

**15 OPTION FOR FURTHER TENANCY**

**15.1 Exercise of Option**

If further terms have been inserted in Item 9 of the Reference Schedule the **Landlord** must grant a **Renewed Lease** of the **Premises** to the **Tenant** for each further term inserted in Item 9 of the Reference Schedule if the **Tenant**:

- (a) gives notice to that effect to the **Landlord** not less than three (3) months before the **Term** expires, and
- (b) has not remedied any breach in respect to which it has received written notice from the **Landlord**.

**15.2 Terms of Renewed Lease**

The **Renewed Lease** must be on the same terms as this Lease except:

- (a) the term will be that specified for the relevant **Option** in Item 9 of the Reference Schedule



**Title Reference [ 51131324 ]**

- (b) the date of commencement will be the day after expiry of the Term
- (c) the rent will be an amount determined under Clause 3.2 as a **Market Review**
- (d) the amount of public liability insurance in Item 7 of the Reference Schedule will be an amount reasonably required by the Landlord
- (e) the Bank Guarantee in Item 10 of the Reference Schedule will be an amount reasonably required by the Landlord
- (f) Clause 15 will be omitted from the **Renewed Lease** when no relevant further terms remain in Item 9 of the Reference Schedule or the **Tenant** does not comply with Clause 15.1.

**15.3 Dispute**

If rent is not determined at the commencement date of the **Renewed Lease**, the **Tenant** must pay the **Rent** and any adjustment will be made on determination of the relevant rent.

**16 BANK GUARANTEE**

- 16.1 If a **Bank Guarantee** has been inserted in Item 10 of the Reference Schedule the **Tenant** must deliver the **Landlord** before the **Date of Commencement** the **Bank Guarantee**.
- 16.2 If the **Tenant** does not comply with any of its obligations under this Lease, the **Landlord** may call on the **Bank Guarantee**.
- 16.3 If the **Landlord** makes demand on the **Bank Guarantee** the **Tenant** must provide a replacement **Bank Guarantee** equal to the amount claimed by the Landlord.
- 16.4 The **Landlord** must return the **Bank Guarantee** to the **Tenant** within 2 months of expiration of the **Term** unless:
  - (a) the **Landlord** has started proceedings against the **Tenant**, or
  - (b) the **Tenant** is holding over with the **Landlord's** consent.

**17. GUARANTEE**

**17.1 Guarantee**

If **Guarantors** are inserted in Item 11 of the Reference Schedule this Lease is not binding on the **Landlord** until the Guarantee annexed to this Lease has been signed by each person named as a **Guarantor** in Item 11 of the Reference Schedule.

**18. LICENCE**

- 18.1 The **Tenant** shall permit the occupier of Lot 1 on SP293269 to have access to and from the area as hatched in black on the attached plan for the purposes of bin storage.

**Title Reference [ 51131324 ]**

**ANNEXURE**

**Guarantee**

- 1 In the following guarantee provisions, a reference to rent (whether or not it is a reference to rent due or payable under the lease) includes:
  - a) rent as defined in Clause 2 of the lease;
  - b) money for the right to occupy and use the subject land;
  - c) other money; and
  - d) damages,  
under, resulting from, relating to or arising from or, in the case of damages, arising from the breach of or from failure to perform or comply with a term or agreement contained in, the lease.
- 2 The guarantor is the person or persons referred to in Item 11 of the reference schedule. If the guarantor comprises more than one person:
  - a) each is liable even if the others do not execute the guarantee;
  - b) each becomes liable as soon as he or she executes the guarantee; and
  - c) the liability of those that execute the guarantee will be joint and several.
- 3 In consideration of the landlord entering into the lease at the request of the guarantor, the guarantor:
  - a) guarantees to the landlord that the tenant will duly and punctually pay the rent and other moneys payable under the lease;
  - b) guarantees to the landlord that the tenant will duly and punctually observe and perform its obligations; and
  - c) undertakes to the landlord that, with the tenant, he or she will be jointly and severally liable to the landlord for the payment of rent and other moneys and the due and punctual observance and performance of the tenant's obligations.
- 4 The guarantor's liability will not be discharged or reduced by:
  - a) the landlord's granting any time, concession or indulgence to the tenant;
  - b) the landlord's entering into any composition or scheme of arrangement with the tenant;
  - c) the landlord's waiving any breach or default by the tenant;
  - d) the landlord's failure to enforce the terms of the lease against the tenant;
  - e) the disclaimer of the lease on the insolvency of the tenant; or
  - f) any payment by the tenant which is avoided or set aside under any statute relating to insolvency or under any other statute.
- 5 If the terms of the lease are not enforceable against the tenant for any reason, the guarantor will indemnify the landlord against any loss it may suffer as a result. That loss will include all moneys which would have been payable by the tenant had the lease been fully enforceable against the tenant.
- 6 On assignment of the lease, the tenant may obtain a further guarantee of the due and punctual observance and performance of its obligations by guarantors acceptable to the landlord on terms similar to the guarantee in the lease. When the further guarantee has been obtained and delivered to the landlord so as to bind the new guarantors, any further liability of the guarantor under the lease will be discharged.
- 7 The guarantee and indemnity:
  - a) apply to any holding over by the tenant named in the lease;
  - b) do not apply to any holding over by an assignee, unless the assignee is also a tenant named in the lease; and
  - c) do not apply to any further leases granted after the end of this lease

**SIGNED SEALED AND DELIVERED**  
by the said **SIDNEY JOHN EADE**  
in the presence of:

)  
)  
)

  
.....

  
.....  
Witness


Title Reference [ 51131324 ]

**SIGNED SEALED AND DELIVERED**

by the said **DANIEL EADE** in the  
presence of:

)  
)



.....  
Witness 

**SIGNED SEALED AND DELIVERED**

by the said **GRAEME THOMAS** in the  
presence of:

)  
)



.....  
Witness 



Denms Little Dr  
Denms Little Dr  
Little Dr

Skatezone Gympe

VVA Reed  
Industry Solutions

Area

742.73 m<sup>2</sup>

Perimeter

125.48 m

Show inline measurements

Show Elevation Profile

AutoTrack

Clear

47.23 m  
46.18 m  
14.06 m  
17.96 m