

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

1. Lessor	Lodger (Name, address E-mail & phone number)	Lodger Code
NEIL HARRISON SELF MANAGED SUPER PTY LTD ACN 617 360 120 TRUSTEE UNDER INSTRUMENT 718030260		

2. Lot on Plan Description	County	Parish	Title Reference
LOT 9 ON RP614385			30501069

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		AGNEARTH PTY LTD ACN 609 882 895	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
WHOLE OF THE LAND

6. Term of lease
Commencement date/event: 1/07/2017
Expiry date: 30/06/2020 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)

7. Rental/Consideration
\$60,000.00 p.a. plus GST

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. _____ 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


.....signature

.....full name

.....qualification

Witnessing Officer

11/7/17
Execution Date


.....sole director / secretary
Lessor's Signature
Neil Harrison Self Managed Super Pty Ltd
ACN 617 360 120 Trustee Under Instrument
718030260

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

9. Acceptance

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


.....signature

.....full name

.....qualification

Witnessing Officer

11/7/17
Execution Date


.....sole director / secretary
Lessee's Signature
Agnearth Pty Ltd ACN 609 882 895

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

Title Reference [30501069]

TABLE OF CONTENTS

PART 1 - REFERENCE SCHEDULE, DEFINITIONS, INTERPRETATION	4
1.1 REFERENCE SCHEDULE	4
1.2 DEFINITIONS	4
1.3 INTERPRETATION	6
PART 2 - RENT	7
2.1 PAYMENT OF RENT AND OTHER MONEY	7
2.2 FIXED RENT REVIEWS	7
2.3 CPI RENT REVIEWS	7
2.4 MARKET RENT REVIEWS	8
2.5 OBLIGATION TO PAY RENT PENDING DETERMINATION	9
2.6 APPORTIONMENT FOR BROKEN PERIODS	9
PART 3 - OPERATING EXPENSES	10
3.1 PAYMENT OF OUTGOINGS	10
3.2 ELECTRICITY, GAS, WATER AND OTHER DIRECT CHARGES	10
3.3 GOODS AND SERVICES TAX	10
PART 4 - USE COVENANTS	11
4.1 PERMITTED USE	11
4.2 LESSEE'S USE OBLIGATIONS	11
4.3 LESSEE'S USE PROHIBITIONS	11
4.4 OTHER TENANCIES	12
4.5 COMPLIANCE WITH STATUTES	12
4.6 SIGNAGE	12
4.7 USE OF THE COMMON AREAS	12
PART 5 - REPAIR, MAINTENANCE AND OTHER WORKS	12
5.1 LESSEE TO REPAIR AND MAINTAIN	12
5.2 ALTERATIONS OR ADDITIONS	13
5.3 LESSEE'S FITOUT	14
5.4 LESSEE'S OBLIGATIONS AT END OF LEASE TERM	14
PART 6 - LESSEE'S INSURANCES AND INDEMNITIES	14
6.1 INSURANCE	14
6.2 LESSOR MAY INSURE	15
6.3 RISK	15
6.4 LESSEE'S INDEMNITY	15
PART 7 - DAMAGE OR DESTRUCTION	15
7.1 ABATEMENT OF RENT- TERMINATION	15
PART 8 - RESERVATIONS	16
8.1 LETTING AND SALE NOTICES	16
8.2 LESSOR'S RIGHT OF ENTRY	16
8.3 RULES AND REGULATIONS	16
8.4 ADDITIONAL WORKS AND DEALINGS	16
PART 9 - ASSIGNMENT, SUBLETTING AND OTHER DEALINGS	17
9.1 COVENANT AGAINST ASSIGNMENT, SUBLETTING AND OTHER DEALINGS	17
9.2 CONDITIONS OF ASSIGNMENT AND SUBLETTING	17
PART 10 - LESSOR'S COVENANTS	18
10.1 QUIET ENJOYMENT	18
10.2 LESSOR TO PAY RATES	18

Title Reference [30501069]

10.3	LESSOR TO MAINTAIN STRUCTURE AND SERVICES.....	18
10.4	REGISTRATION.....	18
PART 11 - DEFAULT RIGHTS AND REMEDIES		18
11.1	EVENTS OF DEFAULT	18
11.2	LESSOR'S REMEDIES UPON DEFAULT	19
11.3	ESSENTIAL TERMS/DAMAGES	20
11.4	INTEREST.....	20
11.5	REMOVAL OF STOCK IN TRADE.....	20
11.6	TENDER AFTER DETERMINATION	20
PART 12 - GENERAL.....		20
12.1	NOTICES	20
12.2	COSTS AND STAMP DUTY	21
12.3	HOLDING OVER	21
12.4	GOVERNING LAW.....	21
12.5	SEVERANCE	21
12.6	POWER OF ATTORNEY	21
12.7	MORATORIUM NEGATIVED	22
12.8	CHANGE OF LESSOR	22
12.9	SIGNATORIES ARE BOUND	22
12.10	ENTIRE AGREEMENT	22
12.11	HEAD LEASE AND CONCURRENT INTERESTS	22
12.12	WAIVER	22
12.13	TRUSTEE PROVISIONS	22
12.14	MORTGAGE BY THE LESSOR.....	23
12.15	RIGHTS AND REMEDIES	23
12.16	DOCUMENTATION	23
12.17	LESSEE'S SECURITY	23
12.18	OPTION TO RENEW FOR FURTHER TERM.....	24
PART 13 - GUARANTEE		24
13.1	GUARANTEE BY THE GUARANTOR.....	24
13.2	INDEMNITY BY THE GUARANTOR.....	25
13.3	LIABILITY OF GUARANTOR	25
13.4	GUARANTEE APPLIES TO FURTHER INTERESTS	26
13.5	GUARANTOR IS A PRINCIPAL DEBTOR.....	26
13.6	WAIVER OF RIGHTS	26
13.7	GUARANTOR NOT TO PROVE IN COMPETITION WITH THE LESSOR.....	26
13.8	BENEFIT OF GUARANTEE	26
13.9	MISCELLANEOUS.....	26
PART 14 - LESSEE'S RIGHT OF FIRST REFUSAL		28
14.1	NOTICE OF INTENDED SALE	28
14.2	LESSOR MAY SELL	28
14.3	FURTHER NOTICE	28

Title Reference [30501069]

This is the Schedule referred to in the Lease dated the 1st July day of 2017

PART 1 - REFERENCE SCHEDULE, DEFINITIONS, INTERPRETATION

1.1 REFERENCE SCHEDULE

ITEM 1:	ADDRESS FOR NOTICES ON LESSOR:	532 Kilcoy Murgon Road, Kilcoy, QLD 4515									
ITEM 2:	SOLICITORS FOR LESSOR:	Watson & Company Lawyers "La Balsa" Suite 503, 45 Brisbane Road, Mooloolaba Qld 4557 PO Box 61, Mooloolaba Qld 4557									
ITEM 3:	ADDRESS FOR NOTICES ON LESSEE:	532 Kilcoy Murgon Road, Kilcoy, QLD 4515 or at the Premises									
ITEM 4:	ANNUAL RENT:	\$60,000.00 p.a. plus GST									
ITEM 5:	FIXED REVIEW DATES:	Not applicable									
ITEM 6:	CPI REVIEW DATES:	Nil									
ITEM 7:	MARKET REVIEW DATES:	10 th April 2020 and 10 th April 2023									
ITEM 8:	MINIMUM RENT INCREASE:	Nil									
ITEM 9:	OUTGOINGS OF PREMISES PAYABLE BY LESSEE:	Nil (gross lease)									
ITEM 10:	PERMITTED USE OF DEMISED PREMISES:	Grazing and agriculture and ancillary uses									
ITEM 11:	DEFAULT INTEREST RATE:	Nil									
ITEM 12:	THE GUARANTOR:	Nil									
ITEM 13:	THE LESSEE'S SECURITY:	Nil									
ITEM 14:	OPTION TO RENEW FOR FURTHER TERM:	<table><tr><td>(a)</td><td>Period of Further Term(s):</td><td>2 x 3 years</td></tr><tr><td>(b)</td><td>Total Period of the original Lease Term and all Further Term(s):</td><td>9 years</td></tr><tr><td>(c)</td><td>Type of Rent Review at commencement of Lease Year 1 of Further Term pursuant to second option:</td><td>Market review</td></tr></table>	(a)	Period of Further Term(s):	2 x 3 years	(b)	Total Period of the original Lease Term and all Further Term(s):	9 years	(c)	Type of Rent Review at commencement of Lease Year 1 of Further Term pursuant to second option:	Market review
(a)	Period of Further Term(s):	2 x 3 years									
(b)	Total Period of the original Lease Term and all Further Term(s):	9 years									
(c)	Type of Rent Review at commencement of Lease Year 1 of Further Term pursuant to second option:	Market review									

1.2 DEFINITIONS

In this Lease, unless otherwise provided, the expressions following (either with or without capital letters) have the meanings respectively assigned to them:

Accounting Period means each consecutive period not exceeding twelve (12) months selected by the Lessor for the purpose of calculating the Outgoings.

Agreed Proportion means the proportion (expressed as a percentage) calculated by the Lessor in accordance with the proportion that the Floor Area of the Premises bears to a Total Lettable Area.

Air Conditioning Equipment means all plant, machinery and equipment for heating, cooling and otherwise circulating air and associated controls and ducting that may be in or servicing the Premises.

Title Reference [30501069]

Building means the building or buildings erected or to be erected on the Land.

Business Day means any day other than a Saturday, Sunday or public holiday in Brisbane.

Business Hours means the usual hours of business for businesses of a like nature but the Lessee shall not be required to keep the Premises open for business in excess of any maximum business hours prescribed by law or at any time when it is unlawful to do so.

Common Areas means all parts of the Land provided and designated by the Lessor for common use by any tenant or other person.

Damage Event means damage or destruction by fire, lightning, storm, flood, tempest, earthquake, riot, strike, civil unrest, explosion, enemy or hostile action, impact by aircraft or aerial device, act of God or other disabling cause.

Date of Commencement means the date specified in Item 6 of the Form 7 as the commencement date of this Lease.

Date of Expiry means the date specified in Item 6 of the Form 7 as the expiry date of this Lease.

Fire Equipment means all stop-cocks, hydrants, fire hoses, fire alarms and other fire prevention, detection and extinguishing equipment that may be in or servicing the Premises.

Floor Area means the area as determined by the Lessor (acting reasonably) of all levels (if more than one) of the Premises and of any other relevant premises (as the case may be) measured in accordance with the relevant specifications for measurement of lettable area as recommended by the Property Council of Australia Limited ACN 008 474 422.

Form 7 means the Form 7 commencing on the front page of this Lease.

Further Term means the term of any renewal of this Lease or extension of the Lease Term.

Government Authority means the local council and any other relevant government or other authority having jurisdiction in respect of the Premises.

Guarantor means the party (if any) so named in the Reference Schedule.

Land means the land described in Item 2 of the Form 7.

Lease Term means the term of this Lease commencing on the Date of Commencement and expiring on the Date of Expiry.

Lease Year means each consecutive period of twelve (12) months starting on the Date of Commencement; the expression includes any broken period between the last complete Lease Year and the Date of Expiry.

Lease means the Form 7 together with this schedule and each consent, enlarged panel, schedule, guarantee, appendix, annexure and plan that may be attached to or incorporated by reference into this document.

Lessee means the party so named in Item 3 of the Form 7 and, unless inconsistent with the subject matter or context, includes the Lessee's Agents.

Lessee's Agents means each officer, employee, agent and contractor of the Lessee.

Lessee's Property means all fixtures, fittings, plant, equipment, partitions, signage and other property not owned or supplied by the Lessor in or about the Premises.

Lessor means the party so named in Item 1 of the Form 7 and, unless inconsistent with the subject matter or context, includes the Lessor's Agents.

Lessor's Agents means each officer, employee, agent and contractor of the Lessor.

Lessor's Fixtures includes all fixtures, fittings, plant, equipment, partitions, drains, conduits and other property owned or supplied by the Lessor in or about or providing services to the Premises.

Outgoings means all proper and reasonable amounts paid by the Lessor (or for which the Lessor may be liable) in any Accounting Period in respect of the repair, maintenance, operation, insurance management and ownership of the Premises and the provision of services in or to it, including but not limited to the following:

- (a) all rates, taxes and other assessments (excluding land tax) payable to any Government Authority or other person, including amounts for any fire protection levies, ambulance levy, rubbish and waste removal, water, sewerage, drainage, special levies and environmental levies and meter rents, Crown rent and any levies payable in respect of any community title scheme;
- (b) insurance premiums and other charges (including stamp duty) for insurances against damage to property, workers compensation, machinery breakdown, loss of gross rentals and public liability;
- (c) any cleaning of the Premises (including cleaning materials and equipment costs) and pest control;
- (d) the cost of provision of any lighting, electrical, air-conditioning, heating, power, plumbing, security, caretaking, gardening, landscaping, signage, car parking, traffic control or other services or facilities in or about the Premises;
- (e) any repair, maintenance, painting, servicing, replacement or other works and running costs in respect of the Premises and any plant, equipment facilities and other services in the Premises including without limitation the fees and or premiums payable to specialist contractors for the maintenance, servicing and repair of all air

Title Reference [30501069]

conditioning plant, lifts, security systems and monitoring equipment, fire alarm equipment, appurtenances and plant including sprinkler systems but excluding expenditure for works of a capital nature as determined by the Lessor's accountants in accordance with accounting principles generally accepted in Queensland;

- (f) the collection, disposal of garbage and waste from the Premises including the net cost to the Lessor of hiring or leasing and maintaining any equipment for such purpose;
- (g) any management, control and operation that may be provided for the Premises, including management fees and commissions, and the cost (including wages and other employment overheads together with payroll taxes and taxes in the nature of payroll taxes thereon) of employing any manager, caretaker, staff, consultant or other service provider to the Premises;
- (h) taking any steps concerning the requirements of any Government Authority in respect of the Land or the Premises including town planning, highways, drainage or other matters;
- (i) providing any estimate and statement of expenditure in respect of the Outgoings and accounting costs in respect of the Outgoings.

Permitted Use means the use of the Premises for the purpose specified in the Reference Schedule.

Premises means the tenancy taken by the Lessee referred to in Item 5 of the Form 7 and includes the Lessor's Fixtures in or about the Premises, the Air Conditioning Equipment and the Fire Equipment.

Redecorate means:

- (a) washing down the whole of the interior of the Premises;
- (b) the treatment as previously treated of all internal surfaces of the Premises by painting, staining, polishing or otherwise to a specification approved by the Lessor;
- (c) replacing all window and floor coverings in the Premises that may in the reasonable opinion of the Lessor be worn or damaged and in need of replacement; and
- (d) otherwise upgrading the Premises, the Lessee's Property and all exterior signage in the manner reasonably required by the Lessor and, if reasonably approved by the Lessor, in the Lessee's corporate style and colour scheme.

Reference Schedule means the data set out in clause 1.2 of this Lease.

Stipulated Rate means the rate per cent per annum stated in Item 11 of the Reference Schedule.

1.3 INTERPRETATION

- (a) The provisions of this clause apply to this Lease unless otherwise provided or unless there is something inconsistent in the subject matter or context.
- (b) Each covenant by two or more persons as a party is made jointly by all and severally by each.
- (c) References to any authority, association or other body (whether statutory or otherwise) include any body that may, in the reasonable opinion of the Lessor, be established or constituted instead of or in succession to the same.
- (d) References to any statute include each relevant State, Federal or other statute and any enactment amending, consolidating or replacing the same and any regulation, proclamation, ordinance, by-law, ruling, notice, order or other requirement made under or pursuant to the same whether present or future.
- (e) References to the President of a body mean the person acting as the President or other principal officer of the body or that person's delegate.
- (f) References to a thing include the whole and any one or more parts of the thing.
- (g) References to any party include:
 - (i) any one or more or all of the persons comprising the relevant party; and
 - (ii) each personal representative of the relevant person; and
 - (iii) each permitted assign of the relevant party.
- (h) References to a covenant include a term, an agreement, an acknowledgment, an obligation and a condition, whether positive or negative, expressed or implied, and whether running with the land or not.
- (i) References to "writing" or words of a similar effect include printing, typing, electronic mail and facsimile and all other means of reproducing words in a visible form.
- (j) References to "month" mean calendar month.
- (k) References to any consent, approval or authority of the Lessor or words of a similar effect mean a consent, approval or authority (as the case may be) in writing signed by or on behalf of the Lessor before the act or thing is done. If anything is dependent upon the consent or approval of the Lessor, it also requires the consent or

Title Reference [30501069]

approval of any mortgagee or superior landlord (or both) of the Lessor where it is required. Any consent or approval of a party must not be unreasonably withheld, but may be granted subject to reasonable conditions, unless otherwise specified.

- (l) Each covenant by a party not to do any act or thing includes an obligation not to permit the act or thing to be done and to use its reasonable endeavours to prevent the act or thing being done by a third party.
- (m) Each covenant by the Lessee to pay or to be liable for any costs or other expenses of the Lessor includes all reasonable costs, charges, payments and other expenditure of any nature and where applicable all reasonable legal costs (on a full indemnity basis) and expenses.
- (n) Words denoting a particular gender include each other gender, words denoting the singular number only include the plural number and vice versa, and words denoting an individual include a corporation and vice versa.
- (o) Each covenant by a party is a separate, independent and continuing covenant that applies at all times throughout the Lease Term and any Further Term and any period of holding over and otherwise so long as it remains to be performed, whether or not this Lease has otherwise expired or terminated.
- (p) The headings to Parts and clauses must be ignored, except for headings in the Reference Schedule.
- (q) No rule of construction applies to the disadvantage of a party on the basis that it proposed or prepared this Lease.
- (r) This Lease is executed and delivered by each party as a deed.
- (s) The date of this Lease is the date of execution by the party who executes it last.
- (t) Each person signing as an attorney, officer or other agent for any party warrants to all other parties that as at the date of execution, the person signing is fully authorised to bind the principal for the purpose and has not received any notice of revocation of the relevant authority.
- (u) Where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, then the relevant day is the next following Business Day. However, this does not apply in respect of any covenant by the Lessee to use and occupy the Premises. Otherwise, time is of the essence of all rights and obligations of the Lessee.
- (v) The covenants and powers implied in leases under Sections 105 and 107 of the *Property Law Act 1974 (Q)* are negated. All other covenants and powers on the part of the Lessee implied under the *Land Title Act 1994 (Q)* and the *Property Law Act 1974 (Q)* are not negated but are modified to the extent of any inconsistency with this Lease.

PART 2 - RENT

2.1 PAYMENT OF RENT AND OTHER MONEY

- (a) The Lessee must pay to the Lessor the annual rent set out in the Reference Schedule throughout the Lease Term (and at any reviewed rate as may be required under this Lease) commencing from the Date of Commencement;
- (b) For the second and each subsequent year during the term or any renewal of it the rental shall be an amount determined in the manner provided in clauses 2.2, 2.3 and 2.4 as may be appropriate.
- (c) The Lessee must pay all annual rent by quarterly instalments in arrears. The first instalment of rent must be paid on or before the Date of Commencement. The amount payable for any portion of a quarter must be calculated by multiplying the number of days in the portion by the annual rent for the Lease Year of which it forms part and dividing the result by 365;
- (d) All payments of rent and other money to the Lessor under this Lease must be made at the place and in the manner that the Lessor may reasonably direct in writing without any deduction or set-off; and
- (e) The Lessor may appropriate any money received towards any rent or other monies payable under this Lease in the manner required by the Lessor, despite any purported appropriation or condition of payment by the person making the payments.

2.2 FIXED RENT REVIEWS

The annual rent must be reviewed at the commencement of each Fixed Review Date (if any) specified in the Reference Schedule by increasing the annual rent payable by the Lessee to the Lessor under this Lease immediately before the Fixed Review Date by the Minimum Rent Increase (if any) specified in the Reference Schedule.

2.3 CPI RENT REVIEWS

- (a) The annual rent must be reviewed at the commencement of each CPI Review Date (if any) specified in the Reference Schedule by adding together the sum of:
 - (i) the annual rent payable immediately before the CPI Review Date multiplied by a fraction obtained by dividing the Index Number for the Financial Quarter last ended immediately before the CPI Review Date by the Index Number for the Financial Quarter last ended one (1) year immediately before the CPI Review Date; and

Title Reference [30501069]

- (ii) the CPI Review Percentage (if any) referred to in the Reference Schedule of the annual rent payable to immediately before the CPI Review Date.
- (b) In this Lease, in addition to other defined terms:
 - (i) **Financial Quarter** means each consecutive period of three (3) months ending on 30 September, 31 December, 31 March and 30 June.
 - (ii) **Index Number** means the Consumer Price Index (All Groups) for the City of Brisbane as published by the Australian Bureau of Statistics.
- (c) When ascertaining the relevant Index Number, the following rules apply:
 - (i) all indices must (if necessary) be adjusted to relate to the same base; and
 - (ii) if the index is suspended, discontinued or modified so that it does not, in the reasonable opinion of the Lessor, reflect on a consistent basis changes that may have occurred in the cost of living in the City of Brisbane during any relevant period, it means an index as may be agreed upon in writing by the Lessor and the Lessee. If agreement is not reached within fourteen (14) days the index must be determined by an economist employed or engaged by the Lessor's principal bankers.
- (d) If the *Retail Shop Leases Act* does not apply to this Lease, then despite anything to the contrary, the annual rent payable as from any CPI Review Date until the next relevant review (if any) of rent must be the greater of:
 - (i) the annual rent as reviewed under this clause; and
 - (ii) the annual rent payable under this Lease immediately before the CPI Review Date increased by the Minimum Rent Increase (if any) specified in the Reference Schedule.

2.4 **MARKET RENT REVIEWS**

- (a) **Notices**
 - (i) The annual rent must be reviewed at the commencement of each Market Review Date (if any) specified in the Reference Schedule.
 - (ii) The Lessor may not earlier than six (6) months before and not later than twelve (12) months after each Market Review Date, give the Lessee a written notice (the "Lessor's Notice") of the amount that the Lessor considers to be the annual market rent appropriate to the Premises as from that particular Market Review Date (the "Market Rent").
 - (iii) The Lessee may, within one (1) month (time being of the essence) after the date of service of the Lessor's Notice, give the Lessor a written notice (the "Lessee's Notice"):
 - (A) disputing the Market Rent proposed in the Lessor's Notice;
 - (B) stating an alternative amount which the Lessee considers to be the Market Rent; and
 - (C) requiring the Market Rent to be determined by valuation under this clause.
 - (iv) If the Lessee does not give a Lessee's Notice strictly within the time and in the form referred to above, then the Lessee is deemed to have irrevocably agreed with the Market Rent set out in the Lessor's Notice.
 - (v) Any reviewed rent under this clause takes effect retrospectively as from the relevant Market Review Date.
- (b) **Market Rent Valuation Procedure**
 - (i) The procedure in this paragraph applies if the Lessee gives a Lessee's Notice as above.
 - (ii) The Market Rent must be determined by a valuer ("the Valuer").
 - (iii) If the *Retail Shop Leases Act* applies to this Lease, the Valuer must be appointed under that Act on the application of the Lessor or the Lessee.
 - (iv) If the *Retail Shop Leases Act* does not apply to this Lease, the Valuer must be:
 - (A) appointed by agreement between the parties and in the absence of agreement on a valuer within 1 month of the date of the Lessee's Notice by the President of the Queensland Division of the Australian Property Institute Ltd ACN 069 707 900 (the "API") on the application of the Lessor or the Lessee; and
 - (B) a full member of not less than five (3) years of the API.
 - (v) The Lessor or the Lessee or both may within fourteen (14) days after receipt of written notification from the API as to the appointment of the Valuer, make written submissions to the Valuer as to their respective assessments of the Market Rent. If a party makes a written submission, that party must also contemporaneously give a copy to the other party.

Title Reference [30501069]

- (vi) The determination of the Market Rent and the reasons for the same must be completed and notified by the Valuer to the Lessor and the Lessee in writing within one (1) month from the date of appointment of the Valuer. If the Valuer does not comply, either the Lessor or the Lessee may re-apply as above for the appointment of a replacement Valuer. The determination of the last appointed Valuer is of no effect unless it is received by the Lessor prior to the appointment of a replacement Valuer.
- (vii) If it is necessary for the Valuer to determine the Market Rent, the determination of the Valuer is final and binding on the Lessor and the Lessee. However, in making a determination the Valuer must have regard to any submissions by the Lessor or the Lessee or both as to the Market Rent.
- (viii) Except to the extent that any mandatory provision of the Retail Shop Leases Act may otherwise require (if that Act applies to this Lease), the Valuer in determining the Market Rent must:
 - (A) act as an expert and not as an arbitrator;
 - (B) ignore the value of any goodwill attributable to the Lessee's business and the value of the Lessee's Property (unless financed, supplied or contributed to by or on behalf of the Lessor);
 - (C) exclude any deleterious condition of the Premises or the Complex resulting from any failure of the Lessee or predecessor in title as tenant to perform any of its obligations under this Lease;
 - (D) have regard to the terms and conditions of this Lease;
 - (E) have regard to the face rent payable by any tenant or other occupier of comparable premises in the vicinity of the Premises and the Complex having a use substantially the same as the Permitted Use;
 - (F) value the Premises as being fit for immediate occupation and use even if work has been carried out on it by the Lessee or by any other person that has diminished the Market Rent and, if the Premises have been damaged or destroyed, as if the same have been fully restored and are in good repair and condition;
 - (G) value the Premises as a letting between a willing but not anxious landlord and tenant enjoying actual possession of the Premises as a whole on the terms of this Lease (other than the amount of the annual rent payable under this Lease but including the provisions for rent review) for a term equal to the Lease Term;
 - (H) assume that all covenants by the Lessee under this Lease have been fully performed and observed; and
 - (I) in respect of any rent moratorium, rent reduction or other concession or inducement granted to or otherwise required to secure the Lessee or any other tenant of any other comparable premises (an "Inducement"), make no reduction on account of any Inducement, assume that no Inducement has been or would be received by the Lessee, and assume that the Market Rent of the Premises and of any comparable premises is not to be discounted to reflect the absence of any Inducement.

(c) Costs of Market Rent Determination

The Lessor and the Lessee must each pay their own valuation, legal and other costs of and incidental to the determination of the Market Rent. The fees of the Valuer must be paid by the Lessor and the Lessee in equal shares. In default of payment by one party, the non-defaulting party may pay the fees in full and recover the relevant amount from the defaulting party as a liquidated debt on demand.

(d) Amount of Reviewed Rent

If the Retail Shop Leases Act does not apply to this Lease, then despite anything to the contrary, the annual rent payable as from any Market Review Date until the next relevant review (if any) of rent must be the greater of:

- (i) the annual rent as reviewed under this clause;
- (ii) the annual rent payable under this Lease immediately before the Market Review Date increased by the Minimum Rent Increase (if any) specified in the Reference Schedule; and
- (iii) the annual rent determined as if the Market Review Date was a CPI Review Date.

2.5 OBLIGATION TO PAY RENT PENDING DETERMINATION

In any case where the yearly rental has not been agreed or determined as aforesaid by the due date for the payment of the first instalment of it the Lessee shall pay to the Lessor on account of the yearly rental monthly instalments at the same rate as for the Lease Year last concluded and an appropriate adjustment shall be made within 14 days of the date on which the new rental has been agreed upon or determined.

2.6 APPORTIONMENT FOR BROKEN PERIODS

If this lease is determined at any time other than at the end of a Lease year the Lessee shall pay to the Lessor that proportion of yearly rental, outgoings or other liabilities of the Lessee accruing due prior to the date of determination and any monies found to be due and owing by either party to the other under the provisions of this clause shall (subject to any right of set-off) be paid within one (1) month of the date of determination. For the purpose of making any such

Title Reference [30501069]

apportionment the yearly rental, outgoings or other liabilities of the Lessee shall be deemed to accrue from day to day and shall be calculated as if the current Lease Year ended on the date of determination.

PART 3 – OPERATING EXPENSES

3.1 PAYMENT OF OUTGOINGS

- (a) The Lessee must pay to the Lessor in addition to the rent the Agreed Proportion of the Outgoings for each Accounting Period.
- (b) The Lessor must give the Lessee an estimated statement of the outgoings for relevant accounting period ("the Annual Estimate") at least one month before the commencement of the Accounting Period.
- (c) The Lessee must pay the Outgoings Contribution by equal monthly instalments in advance at the same times and in the same manner as instalments of the rent and in accordance with the Annual Estate.
- (d) The Lessor must within three (3) months after the end of the relevant Accounting Period deliver to the Lessee an itemised statement of the total of the Outgoings actually incurred by the Lessor during the Accounting Period the Outgoings Statement within fourteen (14) days after delivery of the Outgoings Statement, an adjustment must (if necessary) be made between the Lessor and the Lessee within payment to or crediting by the Lessor (as the case may require) of any deficiency or excess of the Outgoings Contribution for the Accounting Period.
- (e) The Lessor may recalculate the Agreed Proportion of the Outgoings or adjust the Annual Estimate or both at any time. The first instalment of the Outgoings Contribution (as recalculated or adjusted) must be paid by the Lessee to the Lessor on the first day of the month next following the date of service on the Lessee of a written notice from the Lessor of the same.
- (f) The Outgoings must be calculated on an accrual and pre-payment basis and all sums referred to in this clause shall be deemed to have been paid at the time when the obligation to pay them arose despite the actual date of payment. The Lessor must apportion (on a daily basis) any Outgoings that fall outside the relevant Accounting Period. If any Outgoings relate to other land or premises not within the Premises the Lessor must (acting reasonably) apportion the same. Any statement by the Lessor or the Lessor's agents certifying as to the Outgoings shall be prima facie evidence of the matters stated in it.

3.2 ELECTRICITY, GAS, WATER AND OTHER DIRECT CHARGES

- (a) The Lessee must pay:
 - (i) all charges for electricity, gas, water, air conditioning, pedestals, telephones and other utilities consumed on or supplied to the Premises during the Lease Term, the cost of installation of meters and all meter rental (if any) in respect of measuring the same;
 - (ii) all taxes (excluding land tax), charges and other assessments that may during the Lease Term be assessed directly in respect of this Lease or any payment, supply or other transaction under this Lease or directly in respect of the Premises or any use or occupation of the same, and whether assessed by or against the Lessor or directly against the Lessee; and
 - (iii) all costs of rubbish removal and cleaning service for the Premises.
- (b) If any assessment is made directly against the Lessee, it must be paid by the Lessee to the relevant supply authority not later than the due date for payment. If any assessment is made by or directly against the Lessor, it must be paid by the Lessee to the Lessor within fourteen (14) days after being billed by the Lessor for the same.
- (c) If the Lessee fails to make a payment to the Lessor as above, the Lessor may, without further notice to the Lessee, discontinue supply of the relevant services until it is paid, without any liability to the Lessee.

3.3 GOODS AND SERVICES TAX

- (a) In this Lease, in addition to other defined terms:
 - (i) **GST** has the same definition as that term has in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*
 - (ii) **'GST Adjustment Rate'** means, in respect of each GST Review Date, the difference in the rate of GST in relation to the rate:
 - (a) on the GST Date; or
 - (b) if there has been a previous GST Review Date, on the immediately preceding GST Review Date;
 - (iii) **'GST Date'** means the date on which the Landlord's liability for GST on any supply under this Lease first arises;
'GST Rate' means the rate of GST on the GST Date;

Title Reference [30501069]

'GST Review Date' means any date that the rate of GST is changed so that the new rate of GST becomes the effective rate at which supplies made by the Landlord under this Lease are taxed;

'Outgoings' means all charges, costs, levies, expenses and similar outgoings which may be reimbursable by the Tenant to the Landlord pursuant to the terms of this Lease (except pursuant to clause 3.4(b) and without limitation, includes charges for electricity, water, gas and air-conditioning.

- (b) (i) Despite the other provisions of this Lease, if the rent increases or decreases, as the case may be, on and from:
- the GST Date by the GST Rate; and
 - a GST Review Date by the GST Adjustment Rate.
- the Tenant must pay, or the Landlord must credit, any decrease or increase on the date the next instalment of rent is payable (on a pro rata daily basis).
- (ii) The Landlord must give the Tenant a tax invoice for each payment of rent varied under clause 3.4(b)(i) on the day each payment is due stating the amount of GST paid or payable by the Landlord on that payment.
- (iii) The Landlord warrants that the amounts referred to in any tax invoices the Landlord gives to the Tenant are correct and will ensure that the tax invoices detail the amount of GST paid or payable in respect of the supply to which the invoice relates.

PART 4 - USE COVENANTS

4.1 PERMITTED USE

The Lessee must not use the Premises for any purpose other than the Permitted Use.

4.2 LESSEE'S USE OBLIGATIONS

The Lessee must:

- (a) use, occupy, operate and conduct its business in the whole of the Premises throughout the Lease Term during the Business Hours in a responsible and reputable manner;
- (b) keep the Premises free of all pests;
- (c) pay the reasonable cost of cleaning any blockages in pipes that originate in the Premises where the blockage is between its origin and its entry into any trunk drain;
- (d) keep the Premises clean and free from rubbish;
- (e) keep any window displays in the premises clean and properly dressed at all times;
- (f) notify the Lessor and any Government Authority of any notifiable infectious disease occurring in the Premises, and fumigate and disinfect the Premises;
- (g) notify the Lessor of any damage to the Premises as soon as the Lessee becomes aware of it;
- (h) comply with all reasonable requirements of the Lessor and any Government Authority relating to fire;
- (i) co-operate with the Lessor in carrying out fire drills and evacuation procedures in the Premises; and
- (j) keep the Premises locked and secure when not occupied and pay the reasonable cost of supplying any keys or access devices to the Lessee.

4.3 LESSEE'S USE PROHIBITIONS

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

- (a) keep any animals or birds in the Premises;
- (b) carry on business outside the Premises;
- (c) carry on any annoying, noxious, offensive or illegal business in or about the Premises;
- (d) operate any plant or equipment that may annoy, disturb or cause damage to the Lessor or any neighbours;
- (e) do anything that conflicts with any obligation under any insurance policy concerning the Premises;
- (f) use any flammable chemicals (except in the ordinary course of the Lessee's business and only in pre-packaged containers or otherwise in the manner reasonably required by the Lessor);
- (g) place or operate in the Premises any noise transmitting apparatus that can be heard outside the Premises;
- (h) use anything in the Premises for a purpose other than a purpose for which it was designed;
- (i) overload the floors, walls or ceilings of the Premises;

Title Reference [30501069]

- (j) misuse, overload or interfere with any electrical or other services for the Premises;
- (k) alter, interfere with, or remove the Lessor's Fixtures;
- (l) mark, deface or damage the Premises; or
- (m) conduct any auction on the premises;
- (n) do any combination of those things.

4.4 OTHER TENANCIES

The Lessor is not responsible to the Lessee for:

- (a) any act, omission, neglect or default; or
- (b) any non observance of any lease or other right of occupation;

by any occupier of other premises on the Land or any other person.

4.5 COMPLIANCE WITH STATUTES

- (a) The Lessor gives no warranty (either present or future) as to the suitability or adequacy of the Premises or the lawfulness of the Permitted Use. The Lessee is deemed to have accepted this Lease with full knowledge of and subject to any prohibitions or restrictions on the Permitted Use under any statute.
- (b) The Lessee must at its cost comply with all relevant statutes and obtain, keep current and comply with all consents, approvals, licences and other requirements of any Government Authority needed for the Lessee to use and occupy the Premises for the Permitted Use, to conduct the Lessee's business in the Premises, to install and use the Lessee's Property, and to exercise any other right under this Lease. This includes any requirement that may arise as a result of the number or sex of any persons in the Premises and any environmental matters.
- (c) The Lessor must not unreasonably withhold its consent to any lawful application by the Lessee for the same. The Lessee must deliver a copy of the relevant application for approval to the Lessor at least seven (7) days before lodging it at the relevant Government Authority, and deliver a copy of the actual approval to the Lessor within seven (7) days after obtaining it.
- (d) The Lessor may elect to comply with any Government Authority requirement referred to in this clause (either in whole or in part) at the cost of the Lessee.
- (e) The Lessee is not required under this clause to effect any structural alterations or additions to the Premises, except those caused by, contributed to, or arising from any use or occupation of the Premises by the Lessee, the nature of the business of the Lessee, the number or sex of any persons in the Premises, or from any neglect or default of the Lessee or any combination of those things.
- (f) The failure or inability of the Lessee to comply with its obligations under this clause does not relieve the Lessee from any of its other obligations under this Lease, including the payment of all rent and other money.

4.6 SIGNAGE

- (a) The Lessee must not place any sign, advertisement, nameplate or other notice (a "Sign") in or outside the Premises unless the Lessee obtains the prior written approval of the Lessor.
- (b) Any Sign to be erected by the Lessee under this Lease must in the reasonable opinion of the Lessor, be consistent with the general design and appearance of the buildings on the Premises.
- (c) The Lessee must maintain any sign in good repair and appearance at all times.

4.7 USE OF THE COMMON AREAS

The Lessee must:

- (a) not obstruct or otherwise interfere with the Common Areas in any manner, including leaving or placing any article or thing in or about the Common Areas, or by parking any delivery or other vehicle, or by any meeting of persons or in any other manner; and
- (b) comply with any reasonable directions of the Lessor relating to the receipt, delivery or other movement of any goods or articles or any other use of the Common Areas.

PART 5 - REPAIR, MAINTENANCE AND OTHER WORKS

5.1 LESSEE TO REPAIR AND MAINTAIN

- (a) The Lessee must keep and maintain the Premises in good and substantial repair and condition, except for fair wear and tear and any Damage Event. However, the exceptions in this paragraph do not apply if the Damage Event has been caused or contributed to by any act, omission, neglect or default of the Lessee, or payment of any money to the Lessor under any policy of insurance effected on the Premises is refused or reduced, because of that.

Title Reference [30501069]

- (b) Despite paragraph (a) of this clause, the Lessee is not required to effect any structural repair except where made necessary by any neglect or default of the Lessee, any use or occupation of the Premises by the Lessee, or by the installation or use of the Lessee's Property or any combination of those things.
- (c) Despite anything to the contrary, the Lessee must at its cost to the reasonable satisfaction of the Lessor:
- (i) immediately repair any damage done to the Premises caused by any neglect, default or misuse by the Lessee;
 - (ii) immediately replace any glass in or about the Premises that may be damaged or broken with glass of at least the same quality and gauge or, where reasonably specified by the Lessor or by statute, the quality, type and gauge so specified;
 - (iii) replace any damaged or broken electric light bulbs, globes, tubes, associated fittings and other means of lighting within the Premises;
 - (iv) repair or (where appropriate) replace any items of the Lessor's Fixtures or the Lessee's Property or both that may be broken or damaged with items of a similar type and quality including without limitation, maintaining the doors, locks, windows and window frames in good and efficient condition; and
 - (v) Redecorate within three (3) months after written notice from the Lessor (but not more than once during each consecutive period of three (3) years) and in any case Redecorate during the last three (3) months of the Lease Term if the Lessee is not then entitled to a Further Term, provided however that nothing in this Lease shall be construed so as to compel the Lessee to redecorate the Premises at the end of the first Term of the Lease.
- (d) The Lessee must:
- (i) keep the Lessee's Property in good repair and condition and clean;
 - (ii) effect and maintain with reputable specialist contractors, comprehensive service, maintenance and repair contracts (a "Maintenance Contract") on the terms and conditions that the Lessor may reasonably require in respect of all plant and equipment (including any separate air conditioning unit) in or otherwise servicing the Premises; and
 - (iii) upon request by the Lessor, deliver to the Lessor any evidence that the Lessor may reasonably require confirming compliance by the Lessee with this paragraph.
- (e) However, and despite paragraph (d) of this clause, if the Premises are exclusively serviced by separate Air Conditioning Equipment, then:
- (i) while that equipment is covered by the relevant manufacturer's warranty and service program, the Lessee is not obliged to effect a Maintenance Contract on it; and
 - (ii) in any case the Lessee is not responsible for the replacement of major components of a capital nature in respect of that equipment, unless required because of any neglect, default or misuse of the same by the Lessee.

5.2 ALTERATIONS OR ADDITIONS

- (a) The Lessee must not make any alteration or addition to the Premises, or the Lessee's Property ("the Lessee's Works") without the prior written consent of the Lessor.
- (b) In seeking that consent, the Lessor may require as a condition of its consent that:
- (i) the Lessee submits full plans and specifications in reasonable detail of the Lessee's Works for the Lessor's approval;
 - (ii) the Lessee's Works are supervised by the Lessor;
 - (iii) the Lessee's Works are carried out at the cost of the Lessee in a proper and workmanlike manner with first class workmanship to the reasonable satisfaction of the Lessor by a registered builder having current insurance policies on terms and conditions as reasonably required by the Lessor;
 - (iv) the materials used in carrying out the Lessee's Works are of a standard, type, quality, colour and size approved by the Lessor;
 - (v) the Lessee pays all reasonable costs and expenses of the Lessor in considering, approving and supervising the Lessee's Works, (whether approved or not), on the terms and conditions (including security for costs) that the Lessor may reasonably require;
 - (vi) the Lessee obtains and keeps current all necessary approvals and permits from any Government Authority necessary to enable the Lessee's Works to be lawfully carried out and used by the Lessee, and produces complete copies of all the approvals and permits to the Lessor before the Lessee's Works are commenced;

Title Reference [30501069]

- (vii) the Lessee accepts appointment as the principal contractor for the Lessee's Works under the Workplace Health and Safety Act 1995 (Q), or alternatively will procure the Lessee's builder to accept that appointment;
- (viii) upon completion of the Lessee's Works, the Lessee produces to the Lessor all unconditional certificates of compliance with all relevant statutes and of satisfactory completion of the Lessee's Works issued or required to be issued by any Government Authority and two sets of "as built" drawings; and
- (ix) the Lessee pays to the Lessor all the Lessor's reasonable costs in connection with the Lessee's Works, including any resulting modification or variation to the Premises.

5.3 LESSEE'S FITOUT

If the Premises are not fully fitted out, the Lessee must fitout the Premises in accordance with the Lessor's reasonable tenancy fitout requirements. This includes but is not limited to all items of the Lessee's Property and signage that the Lessor may reasonably require to enable the Lessee to carry on the Permitted Use and present the Premises to a first class standard. However, the Lessee must not install the same without the prior written consent of the Lessor on the same terms and conditions as for an alteration or addition to the Premises under this Lease.

5.4 LESSEE'S OBLIGATIONS AT END OF LEASE TERM

- (a) The Lessee must on the Date of Expiry or earlier termination of the Lease Term deliver up to the Lessor vacant possession of the Premises in the order and condition described in clause 5.1 and return all keys and access devices to the Lessor.
- (b) The Lessee must, during the last fourteen (14) days of the Lease Term (unless the lessee is then entitled to a Further Term), remove the Lessee's Property (or any part of it that the Lessor may require) from the Premises. However, the Lessee must not remove any of the Lessor's Fixtures or any property that the Lessor has the right to acquire from the Lessee or any other person under this Lease unless the Lessor otherwise requires.
- (c) In carrying out any removal, the Lessee must not cause any damage to the Premises. The Lessee must remove all rubbish, make good and leave the Premises in a neat and tidy condition.
- (d) If the Lessee's Property is not removed as above, or if this Lease terminates before the Date of Expiry, then:
 - (i) the Lessee must within seven (7) days written notice from the Lessor remove the Lessee's Property (or any part of it that the Lessor may require) as above from the Premises;
 - (ii) failing that removal, the Lessor may at its option and without further notice or compensation, then treat the Lessee's Property as abandoned and take property in it; and
 - (iii) the Lessor may then remove or otherwise deal with the Lessee's Property in any manner required by the Lessor without being liable in any way to account to the Lessee for the same.
- (e) The Lessee must at its cost:
 - (i) repair any damage caused to the Premises by any removal; and
 - (ii) if required by the Lessor remove any alterations made to the Premises and reinstate and make good so that the Premises is converted back to its good repair and condition as at the date that the Lessee (or its predecessor in title as tenant) originally occupied the Premises.

PART 6 - LESSEE'S INSURANCES AND INDEMNITIES

6.1 INSURANCE

- (a) The Lessee must at its cost effect and maintain the following insurances:
 - (i) insurance on the Lessee's Property for an amount not less than its full insurable and replacement value with coverage against loss or damage by fire, fusion, explosion, lightning, civil commotion, earthquake, storm and tempest, impact by vehicles or aircraft articles dropped from aircraft and malicious damage and other perils as may be selected by the Lessee;
 - (ii) public risk liability insurance applying to the Premises and all operations of the Lessee (including liability concerning the use and occupation of the Premises), written on a comprehensive basis with limits of not less than \$20 million per occurrence or any higher limits that the Lessor or its mortgagee may reasonably require;
 - (iii) insurance of all plate and other glass in or otherwise enclosing the Premises; and
 - (iv) any other insurance required under statute or that the Lessor or its mortgagee may reasonably require.
- (b) The Lessee must deliver all relevant certificates of insurance on request to the Lessor together with copies of any receipts for payment of premiums.
- (c) The Lessee must pay to the Lessor:

Title Reference [30501069]

- (i) any insurance excess or deductible payable by the Lessor in respect of any insurance claim made concerning the Premises; and
- (ii) all extra costs of insurance on account of any extra risk caused by any use or occupation of the Premises by the Lessee.

6.2 LESSOR MAY INSURE

The Lessor shall in the discretion of the Lessor insure and keep insured:-

- (i) all improvements of an insurable nature other than those which are the property of the Lessee to their full insurable value against loss or damage from any peril selected by the Lessor;
- (ii) any other risk arising from or related to the Lessor's ownership of or interest in the building.

6.3 RISK

Except to the extent of any neglect or default of the Lessor, the Premises, the Lessee's Property and the exercise of any right or remedy by the Lessee is at the sole risk of the Lessee.

6.4 LESSEE'S INDEMNITY

The Lessee shall indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur, or for which the Lessor (whether during or after the termination of this Lease) may be or become liable in respect of any loss or damage to property or death or injury however or wherever sustained which is caused by, or contributed to, or incidental to the use or occupation of the Premises or the escape of water, fire, gas, electricity or other agent from it (except due to the negligent or wilful act or omission of the Lessor) or which is occasioned or contributed to by the failure of the Lessee or any servant, agent, subtenant or other person claiming through or under the Lessee to observe or perform any of the covenants, conditions and restrictions imposed on the Lessee under the Lease.

PART 7 - DAMAGE OR DESTRUCTION

7.1 ABATEMENT OF RENT- TERMINATION

- (a) If any part of the Premises is damaged by any Damage Event so as to render the Premises totally or substantially unfit for the use and occupation of the Lessee or substantially inaccessible, then the rent and any Outgoings Contribution payable under this Lease and any covenants to repair and maintain the Premises must abate (in proportion to the nature and extent of the damage sustained) until the Premises have been restored or made accessible or this Lease terminates.
- (b) If the Lessor does not within a reasonable time after the occurrence of the Damage Event restore the Premises or make the same accessible, the Lessee may serve a written notice (the "Lessee's Notice of Intention to Terminate") on the Lessor. If the Lessor does not, within a reasonable time after receipt of the Lessee's Notice of Intention to Terminate proceed to restore the Premises or make the same accessible, the Lessee may terminate this Lease by giving not less than one (1) month's further written notice to the Lessor (a "Lessee's Termination Notice"). At the end of the Lessee's Termination Notice this Lease terminates.
- (c) However, paragraphs (a) and (b) of this clause do not apply where the Damage Event has been caused or contributed to by any act, omission, neglect or default of the Lessee, or payment of any money to the Lessor under any policy of insurance effected on the Premises is refused or reduced, because of that.
- (d) If in the Lessor's opinion the damage as above makes it impractical or undesirable to restore the Premises or access, the Lessor may terminate this Lease by giving one (1) month's written notice to the Lessee (a "Lessor's Termination Notice"). At the end of the Lessor's Termination Notice this Lease terminates.
- (e) If the Premises is resumed by a Government Authority, or any damage or resumption renders the Premises totally unfit or inaccessible, the Lessor may terminate this Lease by giving not less than one (1) month's written notice to the Lessee. At the end of that notice this Lease terminates.
- (f) The Lessee is not entitled to any compensation against the Lessor because of any termination of this Lease by either the Lessor or the Lessee under this clause. Any termination is without prejudice to any other rights and remedies of any party, including any claim against a resuming authority.
- (g) Any dispute as to the nature and extent of the damage that is not resolved within seven (7) days after written notice of dispute has been given to the other party, must be determined by a loss assessor. The loss assessor must be a member of the Queensland Division of the Insurance Council of Australia Ltd ACN 005 617 318 appointed by the President of that body on the application of either the Lessor or the Lessee. In making a determination the loss assessor must act as an expert and not as an arbitrator. A determination by the loss assessor is final and binding on all parties. The cost of the determination must be paid by the Lessor and the Lessee in equal shares, unless otherwise directed by the loss assessor.
- (h) Despite anything to the contrary, the Lessor is not obliged to restore the Premises or the means of access (or to any former specifications) if there is any damage or destruction as referred to in this clause.

Title Reference [30501069]

- (i) The Lessee shall during any period of reconstruction or repair of the premises continue the operation of the Lessee's business in the premises in so far as may be reasonably practicable for the purposes of the Lessee's business and the nature and extent of the damage.

PART 8 - RESERVATIONS

8.1 LETTING AND SALE NOTICES

- (a) The Lessor may (in the case of sale) at any time and (in the case of letting) during the last three (3) months of the Lease Term and any period of holding over on reasonable prior written notice to the Lessee:
 - (i) display in or about the Premises a notice (of a reasonable size) advising that the Premises is or will be available for sale or letting (if it does not obstruct the Lessee's signage); and
 - (ii) conduct prospective purchasers or future tenants through the Premises to view the same (on reasonable prior notice to the Lessee).
- (b) The Lessee must not remove, damage or obstruct the Lessor's notice.
- (c) In exercising its rights under this clause, the Lessor must use all reasonable endeavours to cause as little inconvenience to the Lessee as is reasonably practicable.

8.2 LESSOR'S RIGHT OF ENTRY

- (a) The Lessor may at all reasonable times on reasonable prior written notice to the Lessee enter the Premises and:
 - (i) view the state of repair and condition of the same;
 - (ii) carry out any work that the Lessor may require to do including:-
 - (A) effecting any alterations, remodelling or repairs which may be incumbent upon the Lessor by law or which the Lessor may wish to carry out for ensuring the safety and preservation of the Premises or any part of it; or
 - (B) erecting laying or installing in or under or over the premises any poles, masts, posts, drains, conduits, pipes, main cables, electric or otherwise which may be from time to time be required for any existing or future services to the Premises or any part of it; or
 - (C) inspecting, removing, installing, maintaining, repairing, altering or adding to any water, gas, electrical, telephone, plumbing or other services to the Premises or any part of it.
 - (iii) permit any Government Authority to carry out any work that may be required to be done;
 - (iv) carry out (at the cost of the Lessee) any of the Lessee's obligations under this Lease that the Lessee may have failed to carry out; or
 - (v) do any combination of those things.
- (b) However, any notice referred to in this clause is not required in the case of emergency as determined by the Lessor, acting reasonably.
- (c) The Lessor must use all reasonable endeavours to cause as little inconvenience to the Lessee as is reasonably practicable when carrying out any works, remove all rubbish and make good any damage caused by the same.

8.3 RULES AND REGULATIONS

- (a) The Lessor may by written notice to the Lessee make (and subsequently vary) any rules and regulations ("the Rules and Regulations") that the Lessor may reasonably require for the safety, care, cleanliness, good order, appearance and operation of the Premises.
- (b) However, the Rules and Regulations must not substantially diminish the rights of the Lessee under this Lease.
- (c) The Lessee must comply with the Rules and Regulations as if the same were set out in this Lease at length as covenants by the Lessee with the Lessor upon a copy of them being given to the Lessee.

8.4 ADDITIONAL WORKS AND DEALINGS

- (a) The Lessor may:
 - (i) carry out or permit to be carried out any building or other works in or about the Premises;
 - (ii) acquire, dispose of, subdivide, amalgamate, transfer, dedicate or otherwise deal with any land forming part of the Premises;
 - (iii) grant or create any easement or other right in favour of, or enter into any agreement or other dealing with, itself, any Government Authority, owner, tenant, occupier or other person having an interest in any land in or about the Premises; or
 - (iv) do any combination of those things;

Title Reference [30501069]

in the manner and for any purpose that the Lessor may require.

- (b) In exercising its rights under this clause, the Lessor must use all reasonable endeavours to cause as little inconvenience to the Lessee as practicable.
- (c) This Lease is subject to any dealing under this clause, except to the extent that a dealing under paragraph (a)(iv) may substantially diminish the rights of the Lessee under this Lease.
- (d) The Lessee and the Guarantor must within fourteen (14) days of written request by and at the cost of the Lessor do all acts and things and execute all consents and other documents that the Lessor may reasonably require to facilitate the dealing.

PART 9 - ASSIGNMENT, SUBLETTING AND OTHER DEALINGS

9.1 COVENANT AGAINST ASSIGNMENT, SUBLETTING AND OTHER DEALINGS

- (a) The Lessee must not mortgage or otherwise charge nor assign (including transfer), sublet, licence or part with possession or share possession of the Premises or of this Lease or of any estate or interest of the Lessee in this Lease to any person without the prior written consent of the Lessor and, in the case of a mortgage, charge or other encumbrance, the consent may be granted conditionally or refused if the security documents entitle the mortgagee to enter the premises but otherwise shall not be unreasonably withheld.
- (b) However, if the Lessee is a corporation, the Lessee may grant a floating charge over the whole of its undertaking or assets.

9.2 CONDITIONS OF ASSIGNMENT AND SUBLETTING

- (a) Despite the immediately preceding clause, if the Lessee proposes to assign this Lease or sublet or licence the Premises (a "Dealing") in favour of any proposed assignee, sublessee or licensee ("the Incoming Tenant"), the Lessor must not unreasonably withhold its consent to the Dealing if:
 - (i) the Lessee proves to the reasonable satisfaction of the Lessor that the Incoming Tenant is a respectable, responsible, solvent, fit and suitable person experienced in and capable of adequately carrying on the Permitted Use under this Lease;
 - (ii) all rent and other money then payable by the Lessee under this Lease have been paid to the Lessor and there is not then any existing, unremedied breach of any covenant by the Lessee under this Lease that has not been expressly waived by the Lessor;
 - (iii) the Lessee pays to the Lessor all reasonable costs and expenses incurred by the Lessor including all reasonable administrative and other costs of the Lessor of and incidental to the proposed Dealing;
 - (iv) in the case of a proposed assignment, the Incoming Tenant signs a deed with the Lessee and the Lessor to be bound by all the covenants of the Lessee under this Lease and appoints the Lessor its attorney for any purpose that the Lessee has appointed the Lessor its attorney under this Lease; and
 - (v) in the case of a proposed sublease or licence (a "Subdealing"):
 - (A) the Subdealing contains the same covenants as this Lease except for any variations that are required by the changed circumstances and are approved by the Lessor;
 - (B) the Lessee and the Incoming Tenant sign a deed with the Lessor that if the Lessee defaults in payment of any rent or other money under this Lease, then the Incoming Tenant must pay all the rent and other money payable under the Subdealing to the Lessor; and
 - (C) the Lessee proves to the reasonable satisfaction of the Lessor (by valuations if so required) that the annual rent (or licence fees as the case may be) payable by the Incoming Tenant under the Subdealing is at a rate not less than the market rent for the Premises, or the Lessee provides a written acknowledgment in a form satisfactory to the Lessor that the rent rate (or licence fee) is below the market rent for the Premises.
 - (vi) in any case where the Incoming Tenant is a corporation or a trustee of any trust or both, the Lessee procures any person that the Lessor may reasonably require to execute a joint and several guarantee and indemnity in favour of the Lessor in respect of the performance by the Incoming Tenant of all the covenants of the Lessee under this Lease or of the Incoming Tenant under any proposed Subdealing (as the case may be);
- (b) Any deed or guarantee referred to in this clause must be prepared by the Lessor at the cost of the Lessee and contain the covenants that the Lessor may reasonably require.
- (c) The covenants by the Incoming Tenant are supplementary to this Lease and must not in any way relieve or otherwise affect the continuing liability of the transferring Lessee or any of them under this Lease despite any subsequent assignment, subletting or variation of this Lease.
- (d) In this clause, "the Lessee" includes any assignee, sublessee or licensee of the Lessee subsequently approved by the Lessor.

Title Reference [30501069]

PART 10 - LESSOR'S COVENANTS

10.1 QUIET ENJOYMENT

While the Lessee promptly complies with all its covenants under this Lease, the Lessee may use and occupy the Premises throughout the Lease Term without any interruption or disturbance by the Lessor, except where any interruption or disturbance is permitted by any reservation or other provision of this Lease.

10.2 LESSOR TO PAY RATES

The Lessor must pay all rates, taxes and (if applicable) Crown rent payable in respect of the Premises except any amounts that the Lessee or some other person may be required to pay.

10.3 LESSOR TO MAINTAIN STRUCTURE AND SERVICES

(a) Subject to:

- (i) the performance by the Lessee of its covenants under this Lease; and
- (ii) any circumstances beyond the control of the Lessor;

the Lessor must use its reasonable endeavours to:

- (iii) keep any water, electricity and other services to the Premises ("the Services") supplied to the Premises during the Business Hours (subject to break downs and temporary shut downs due to equipment and/or electricity supply failure and/or periodic maintenance); and
- (iv) keep the structure of the Premises in good repair and condition;

having regard to its repair, condition and age of the same as at the Date of Commencement and fair wear and tear since that date.

- (b) If the Lessee becomes aware that a Service has ceased to operate due to any fault or damage in respect of it, the Lessee must give written notice of that to the Lessor. Upon receipt of the Lessee's notice, the Lessor must use its reasonable endeavours to rectify or repair the fault or damage within a reasonable time.
- (c) The Lessor must use its reasonable endeavours to notify the Lessee of the Lessor's intention to shut down any Services. In any emergency where advance notice is not practicable, the Lessor will notify the Lessee as soon as practicable during or after the relevant event.
- (d) Despite anything in the Lease or implied to the contrary the Lessor shall not in the case of a remedial breach be or be deemed to be in default in the observance and performance of the Lessor's obligations unless the Lessee shall have given notice in writing to the Lessor of such default and the Lessor has failed within a reasonable time thereafter to take proper steps to rectify such default.

10.4 REGISTRATION

The Lessor must use its reasonable endeavours to register this Lease within a reasonable time subject to:

- (a) the Lessee requesting registration of this Lease by written notice to the Lessor;
- (b) the prior payment by the Lessee of all registration and other fees payable by the Lessee under this Lease;
- (c) the cost of obtaining any necessary survey plan;
- (d) any mortgagee of the Land consenting to this Lease; and
- (e) the Lessee not then being in default under this Lease.

PART 11 - DEFAULT RIGHTS AND REMEDIES

11.1 EVENTS OF DEFAULT

(a) The Lessee is in default if:

- (i) any rent or other money payable by the Lessee under this Lease is unpaid for a period of 14 days after becoming payable whether formally demanded or not;
- (ii) the Lessee or the Guarantor or both (in the case of a natural person) is or becomes a bankrupt or enters into any agreement or makes any arrangement with creditors for liquidation of debts by composition or otherwise (not being an agreement or arrangement that would because of any statute relating to the bankruptcy of persons render this provision void);
- (iii) the Lessee or the Guarantor or both (in the case of a corporation) enters into liquidation, whether voluntarily, compulsorily or provisionally, or is wound up or dissolved (except for the purpose of reconstruction or amalgamation), or enters into a scheme of arrangement for creditors, or is placed under official management or administration, or any administrator, receiver, receiver and manager, mortgagee, chargee or any appointee of any of the same enters into possession of the Premises or is appointed in respect of any assets of the Lessee or the Lessee is deregistered;

Title Reference [30501069]

- (iv) the Guarantor defaults under this Lease or under any guarantee in respect of the performance of the Lessee under this Lease;
- (v) the Lessee fails to promptly perform or observe any of its covenants under this Lease; or
- (vi) the Lessee fails to effect repairs within a reasonable time of being reasonably required by the Lessor to do so; or
- (vii) the interest of the Lessee under this Lease is attached or taken in execution under any legal process; or
- (viii) the Lessee purports to terminate the Lessor's Licence as provided in clause 12.18; or
- (ix) any combination of those things occur.

(b) The Lessor may elect to treat any default as a repudiation of this Lease by the Lessee.

11.2 LESSOR'S REMEDIES UPON DEFAULT

(a) If the Lessee makes any default or otherwise repudiates this Lease then:

- (i) the Lessor may (subject to the Lessor having given to the Lessee a written notice of the default or repudiation and the Lessee having failed to remedy the same to the reasonable satisfaction of the Lessor within a reasonable time) either:
 - (A) terminate this Lease (including any Further Term that may have been granted by the Lessor prior to the default); and
 - (1) re-enter into and take exclusive possession of the Premises (by force if necessary) and eject the Lessee and any other person and remove or otherwise deal with the Lessee's Property; or
 - (2) convert this Lease into a tenancy from month to month; or
 - (B) remedy the default or repudiation in the manner reasonably required by the Lessor (but without being obliged to do so) and if the Lessee fails to pay any monies or charges as required under this Lease to any person other than the Lessor, or if the Lessee fails to perform any affirmative covenant under the Lease, the Lessor may at the Lessor's option as the agent of the Lessee make any such payment or do such 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 Lessor to the Lessee and shall be paid by the Lessee to the Lessor on demand by the Lessor;
 - (C) the Lessor may without prejudice to other remedies sue the Lessee for any monies which may from time to time become due and owing by the Lessee to the Lessor hereunder and, in particular, the Lessor may sue for any instalments of rent as and when they become due and by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Lessee to the Lessor upon the completion of the calculations required to be made at the end of each rental or accounting year and neither the institution of any suit nor the entering of a judgement on it shall bar the Lessor from bringing a separate or subsequent suit or suits for the balance of any rental or other money due to the Lessor;
 - (D) by notice in writing to the Lessee determine this Lease and from the date of giving such notice the Lease shall be absolutely determined; and
- (ii) the Lessee must pay to the Lessor all losses, damages, costs and other expenses suffered by the Lessor because of the default or repudiation, including without limitation, any costs of terminating this Lease, recovering possession of the Premises, maintaining, renovating, restoring, altering, cleaning, securing and advertising the Premises, legal and accounting costs, and real estate commissions, charges and fees of and incidental to any re-letting or abortive re-letting of the Premises.
- (iii) the Lessor's entitlement to recover damages shall not be effected or limited by any of the following:
 - (A) if the Lessee abandons or vacates the Premises;
 - (B) if the Lessor elects to re-enter or to terminate the Lease;
 - (C) if the Lessor accepts the Lessee's repudiation;
 - (D) if the parties' conduct a surrender by operation of law.
- (iv) the Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire lease term, including the period before and after the Lessee has vacated the Premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law whether the proceedings are institute either before or after such conduct.

(b) If the Lessor terminates this Lease following any default or repudiation by the Lessee, then the Lessor must use reasonable endeavours to mitigate its loss.

Title Reference [30501069]

- (c) The Lessor is not obliged to terminate this Lease if the Lessee makes any default or repudiation.

11.3 ESSENTIAL TERMS/DAMAGES

- (a) Each of the following covenants of the Lessee are an essential term of this Lease:

- (i) Part 2 (Rent), Part 3 (Operating Expenses), Part 4 (Use of the Premises), Part 5 (Repair, Maintenance and Other Works), and Clause 11.1;
- (ii) any covenant to pay any money to the Lessor;
- (iii) any covenant in this Lease expressed to be essential; and
- (iv) any covenant otherwise held by a Court to be essential.

- (b) If the Lessor terminates this Lease following any default or repudiation of an essential term by the Lessee, then the Lessor is also entitled to recover from the Lessee as liquidated damages:

- (i) all rent and other money that would have been payable by the Lessee under this Lease for the unexpired residue of the Lease Term;
- (ii) less any amount the Lessor is able to obtain, or could in the Lessor's opinion reasonably be expected to obtain (at the time when the Lessor makes any claim for damages or, if litigation proceeds to judgement, at the time of the judgement) from a re-letting of the Premises at a reasonable rent and on reasonable terms for the unexpired residue of the Lease Term.

11.4 INTEREST

- (a) The Lessee must pay to the Lessor interest at the Stipulated Rate on:

- (i) all rent and other money payable by the Lessee to the Lessor under this Lease that remains unpaid within seven (7) days after due date for payment; and
- (ii) any judgment the Lessor may obtain against the Lessee in respect of that money.

- (b) The interest must be:

- (i) calculated from the date when the money became payable up to and including the date of actual payment;
- (ii) deemed to accrue from day to day; and
- (iii) capitalised on the last day of each month.

- (c) For the purposes of this clause, the Stipulated Rate must never be less than the Default Interest Rate specified in the Reference Schedule, unless the Lessor nominates a lower rate.

11.5 REMOVAL OF STOCK IN TRADE

The Lessor may upon re-entry remove from the Premises any contents of every description including without limitation, all plant, equipment, stock in trade and fittings and fixtures of the Lessee in the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage. Any costs incurred by the Lessor in respect of such removal and storage shall be paid by the Lessee to the Lessor upon demand.

11.6 TENDER AFTER DETERMINATION

Any monies tendered by the Lessee after the determination of this Lease in the manner described in Clause 11.2 and accepted by the Lessor, may be and (in the absence of any express election of the Lessor) shall be applied firstly on account of any rental and other monies accrued due under the Lease but unpaid at the date of determination and secondly on account of the Lessor's costs of re-entry.

PART 12 - GENERAL

12.1 NOTICES

- (a) Any notice, demand, legal proceeding or other communication (a "Notice") from one party to another is deemed to be served on the other party if the Notice is given to or sent by facsimile transmission to the relevant party:

- (i) at any address of the party specified in the Reference Schedule;
- (ii) at the address of the solicitors for the party;
- (iii) at another address in Australia that a party may have last designated by written notice to the other for that purpose; or
- (iv) in any other manner that is lawful.

- (b) A Notice that is posted is deemed to be served on the Business Day next following the date of posting. A Notice sent by facsimile transmission is deemed to be served on receipt by the sender of a report from the sender's facsimile machine that all pages of the Notice have been transmitted. If a Notice is served or sent by facsimile

Title Reference [30501069]

transmission on a day that is not a Business Day, or after 5.00pm on any Business Day, the Notice is deemed to be served at 9.00am on the following Business Day.

- (c) Any Notice must be in English and signed by the relevant party giving the Notice or by its solicitors, attorney, or (in the case of the Lessor) its manager or other agent. If any party is a corporation, any Notice may also be signed by any director, manager, secretary or other authorised officer of the corporation.
- (d) Any Notice served on the Lessee is deemed to have also been served contemporaneously on the Guarantor. If the Lessee or the Guarantor (as the case may be) comprise more than one (1) person, then a Notice served on one of the persons comprising the party is deemed to be served on the whole party.

12.2 COSTS

- (a) The Lessee will bear the costs (including legal costs) and expenses of and incidental to this Lease; including
 - (i) the negotiation, preparation and execution of this Lease and any renewal or extension of it;
 - (ii) the exercise of any right or remedy under this Lease (including any power of attorney), any default under or repudiation of this Lease by the Lessee (including any demand, default notice or other legal proceedings), any surrender of this Lease, and the grant or refusal of any consent or approval under or pursuant to this Lease; and
 - (iii) the reasonable cost of survey and preparation of any lease plan, applying for or obtaining any consent to this Lease, and all stamp duty (if any), registration and other taxes payable on this Lease and any other instrument relating to this Lease;
- (b) But excluding:
 - (i) costs and expenses of and incidental to the consultation of a Town Planner with respect to the Leased Premises, which will be borne by the Lessee.
- (c) Each party authorises and directs the solicitors for the Lessor pursuant to the *Trust Accounts Act (Q)* to apply any money of the relevant party held in trust by the solicitors for any purpose towards the payment of any costs or other expenses referred to in this clause.

12.3 HOLDING OVER

- (a) If the Lessee (with the consent of the Lessor) remains in occupation of the Premises after the Date of Expiry (other than pursuant to the grant of a further lease) then the Lessee is a tenant of the Premises for a period of one (1) month and then month to month on the terms of this Lease so far as the same are applicable to a monthly tenancy.
- (b) That monthly tenancy may be terminated by the Lessor or the Lessee on not less than one (1) month's written notice to the other and (despite any statute to the contrary) the notice must take effect not later than the end of the notice period.
- (c) The rent payable by the Lessee under that monthly tenancy is the amount of rent payable monthly under this Lease immediately before the Date of Expiry and is payable monthly in advance at the times and in the manner referred to in this Lease. That rent may be reviewed whenever the Lessor may require on one (1) month's written notice. Any provision in this Lease relating to a mechanism for the calculation of or any limitation on any right to review the rent does not apply to this clause.

12.4 GOVERNING LAW

Despite the domicile or residence of any party, this Lease is governed by the laws of Queensland. Any legal proceedings relating to this Lease may be instituted, removed to, heard and determined in any Court of competent jurisdiction in Queensland.

12.5 SEVERANCE

If any provision of this Lease is invalid, illegal or unenforceable, the provision must so far as possible be read down to give it a valid operation of a partial character. If that is not possible, the provision must be severed and the remaining provisions must not in any way be affected or impaired by the same.

12.6 POWER OF ATTORNEY

- (a) The Lessee irrevocably appoints the Lessor as the lawful attorney of the Lessee:
 - (i) after the Date of Expiry or earlier termination of this Lease, to generally do anything and execute, stamp and register any instrument (including a withdrawal of any caveat and a surrender of this Lease) relating to this Lease to the extent that the Lessee could do provided that such discretion shall not be exercised unreasonably, unnecessarily or capriciously; and
 - (ii) after the Lessor has otherwise re-taken possession of the Premises to:
 - (A) remove, store, sell or otherwise deal with the Premises and the Lessee's Property in any manner required by the attorney; and

Title Reference [30501069]

(B) apply any proceeds of sale towards any money payable by the Lessee under this Lease.

- (b) Sufficient proof of any circumstance entitling the exercise of this power is a statutory declaration by the attorney to that effect.
- (c) The Lessee:
 - (i) consents to the registration of this power; and
 - (ii) must ratify and confirm everything that the attorney may lawfully do under this clause.
- (d) The Lessor is not obliged to exercise this power of attorney.
- (e) In this clause, references to the Lessee include the Guarantor.

12.7 MORATORIUM NEGATIVED

To the extent permitted by law, any statute extending or reducing the Lease Term, reducing or postponing the payment of any rent or other money or otherwise affecting the operation of this Lease is excluded.

12.8 CHANGE OF LESSOR

If the Lessor transfers or otherwise assigns its interest in this Lease, then the transferring Lessor is, without further written agreement, deemed to be relieved of all future liability under this Lease, but without prejudice to any prior liability up to the date of the transfer or assignment.

12.9 SIGNATORIES ARE BOUND

This Lease binds each of its signatories, even if any other person does not execute this Lease, or if any other execution is void.

12.10 ENTIRE AGREEMENT

This Lease (and any agreement for lease in writing prepared by or on behalf of and executed by the Lessor pursuant to which this Lease may have been granted) contains the entire and final agreement as concluded between the parties. This applies despite any representations, negotiations or discussions prior to the date of this Lease. The Lessee and the Guarantor acknowledge that they have not been induced to enter into this Lease by any representation made by or on behalf of the Lessor that is not contained in this Lease and any agreement for lease.

12.11 HEAD LEASE AND CONCURRENT INTERESTS

- (a) The Lessee must permit any person having any estate or interest in the Premises superior to or concurrent with the Lessor to exercise the powers of the Lessor in this Lease.
- (b) If any person (other than the Lessor) becomes entitled to receive any rent or other money payable under this Lease (whether by operation of law or by direction of the Lessor or otherwise), then that person must, without further written agreement, have the benefit concurrently with the Lessor of all covenants of the Lessee and the Guarantor under this Lease and under any other document executed by the Lessee and the Guarantor or any of them in favour of the Lessor in connection with this Lease.
- (c) The Lessee and the Guarantor must at the cost of the Lessor promptly enter into covenants with the Lessor and any other person that the Lessor may reasonably require in confirmation of the same.

12.12 WAIVER

- (a) Despite anything to the contrary, any failure or refusal of any party to exercise any right or remedy (including any right of the Lessor to review any rent or other money payable under this Lease on the due date for the same) does not waive the same.
- (b) Waiver by a party of a particular breach is not a waiver of another breach of the same or any other type.

12.13 TRUSTEE PROVISIONS

- (a) If the Lessee is a trustee of any trust under this Lease (the "Lessee's Trust"), whether disclosed or not:
 - (i) the Lessee warrants that it has full power under the Lessee's Trust to enter into and perform its obligations and liabilities under this Lease;
 - (ii) the obligations and liabilities of the Lessee under this Lease extend to the fund and any other assets of the Lessee's Trust ("the Trust Fund");
 - (iii) the Lessee must on the written demand or direction of the Lessor exercise all rights of indemnity that the Lessee may have against the Trust Fund and all beneficiaries and unit holders of the Lessee's Trust for the benefit of the Lessor;
 - (iv) the Lessee is liable under this Lease both in its personal capacity and as a trustee of the Lessee's Trust; and

Title Reference [30501069]

- (v) the Lessee must produce the original trust deed (stamped if necessary) and any other documents evidencing the Lessee's Trust and the Trust Fund to the Lessor within fourteen (14) days of written request by the Lessor.

(b) In this clause, references to the Lessee include the Guarantor.

(c) If the Lessor is a trustee of any trust under this Lease (the "Lessor's Trust"), whether disclosed or not:

- (i) the liability of the Lessor is limited to the assets of the Lessor's Trust for the Premises;
- (ii) the Lessor is only liable under this Lease in its capacity as trustee of the Lessor's Trust; and
- (iii) except to the extent of any fraud, gross negligence, or breach of trust which disentitles the Lessor from an indemnity out of the assets of the Lessor's Trust, the Lessor has no personal liability under this Lease.

12.14 MORTGAGE BY THE LESSOR

(a) The Lessor may mortgage, charge or otherwise encumber the Premises, and this Lease is subject to the same.

(b) The Lessee and the Guarantor must on the written request of the Lessor do all things and execute and deliver to the Lessor a form of consent containing the covenants that the Lessor may reasonably require or in the standard form required by the mortgagee in order to procure the consent of any mortgagee of the Lessor to this Lease.

12.15 RIGHTS AND REMEDIES

Each right and remedy of any party:

- (a) is cumulative and not alternative;
- (b) may be exercised at any time and on more than one occasion;
- (c) if exercised, is:
 - (i) without prejudice and in addition to any other right and remedy; and
 - (ii) not to be deemed a waiver or satisfaction of any right or remedy;

unless otherwise specified.

12.16 DOCUMENTATION

The Lessee and the Guarantor irrevocably authorise and direct the Lessor and its solicitors to complete this Lease and any guarantee or other document relating to this Lease by inserting any words, dates, names, figures, plans or forms of consent and making any corrections that the Lessor may reasonably require.

12.17 LESSEE'S SECURITY

- (a) The Lessee must on or before the Date of Commencement pay to the Lessor as security for the performance by the Lessee of all its covenants under this Lease, a cash bond for the amount of the Lessee's Security referred to in the Reference Schedule.
- (b) On each of the days appointed for rent review under this Lease, the Lessee must increase the Lessee's Security in the same proportion as any increase in rental because of the review. The increase must be paid by the Lessee to the Lessor within fourteen (14) days of final determination of the rent review, and be held by the Lessor as a Lessee's Security for the purposes above.
- (c) The Lessee may, at its option and cost, instead of paying cash for the Lessee's Security, deliver to the Lessor an unconditional and irrevocable banker's undertaking issued by a bank acceptable to the Lessor in favour of the Lessor and its successors in title under this Lease for the amount of the Lessee's Security in the form required by the Lessor.
- (d) If the Lessee defaults under this Lease, the Lessor may, after not less than seven (7) days written notice to the Lessee, resort to and otherwise apply the Lessee's Security towards satisfaction of the default or otherwise to compensate the Lessor for any loss or damage suffered or that may be suffered by the Lessor because of that default. However, the Lessor is not obliged to resort to the Lessee's Security.
- (e) The Lessee must within seven (7) days after written demand by the Lessor pay to the Lessor (as a liquidated debt) the amount resorted to by the Lessor. That amount must be held as the Lessee's Security in accordance with this clause.
- (f) The Lessee irrevocably agrees that if the Lessee's Security is or includes a banker's undertaking, then:
 - (i) the relevant document must not contain an expiry date; and
 - (ii) the bank must act immediately on the Lessor's demand without reference to the Lessee, and despite any notice from the Lessee to the bank not to pay the Lessor any money.
- (g) If after the Date of Expiry or earlier termination of this Lease or any Further Term or overholding of the same, all obligations of the Lessee under this Lease are discharged and satisfied, the Lessor must upon the written request

Title Reference [30501069]

of the Lessee return the Lessee's Security to the Lessee to the extent not resorted to.

- (h) If the Lessor transfers or assigns this Lease to any person then:
- (i) the Lessor may:
 - (A) without notice to the Lessee transfer and otherwise assign the benefit of the Lessee's Security (less any amount appropriated by the Lessor under this clause) to the transferee or assignee, or
 - (B) on not less than seven (7) days written notice to the Lessee, require the Lessee to provide a replacement Lessee's Security to the transferee or assignee;
 - (ii) if the Lessee has given the Lessee's Security by way of a banker's undertaking that is not assignable, the Lessor may convert the Lessee's Security into cash and pay it to the transferee or assignee;
 - (iii) the transferring Lessor is deemed to be relieved of all further liability in respect of the Lessee's Security; and
 - (iv) the transferee or assignee may enforce and otherwise proceed on the Lessee's Security in the manner referred to above.
- (i) If the Lessee assigns this Lease with the consent of the Lessor, the Lessee must, on or before the relevant date of assignment, cause the assignee to give a substitute Lessee's Security to the Lessor. Upon the grant by the Lessor of consent to the assignment, and in exchange for the substitute Lessee's Security, the Lessor must return the Lessee's Security to the transferring Lessee to the extent not resorted to.

12.18 OPTION TO RENEW FOR FURTHER TERM

- (a) If the Lessee:
- (i) not more than six (6) months and not less than three (3) months before the date of expiry (time being of the essence) gives written notice to the Lessor that it wishes to renew this Lease for the Further Term (if any) specified in the Reference Schedule; and
 - (ii) is not in default under this Lease as and from the date of giving that notice;
- then the Lessor must grant and the Lessee must take a further lease of the Premises for the Further Term as follows:
- (iii) the annual rent for the first and each subsequent Lease Year of the Further Term must be determined as provided in Clause 2.4 of this Lease;
 - (iv) this clause must only be included in a further lease that results in the last further lease in the series of leases expiring at the end of the total period of the Lease Term and all Further Terms (if any) specified in the Reference Schedule, without any further renewal; and
 - (v) the lease for the Further Term must otherwise contain the same terms and conditions as this Lease, with consequential changes to the Form 7 and to the Reference Schedule.
- (b) All lease documents that the Lessor may reasonably require to be entered into for the Further Term must be:
- (i) executed by the Lessee; and
 - (ii) prepared and (if required by any party or at law) registered by the Lessor.
- (c) If this Lease is not registered and the Lessor sells or transfers its interest in the Land to any purchaser or transferee (the "Incoming Lessor") prior to the exercise by the Lessee of its option for a Further Term, then the Lessor must at its cost obtain from the Incoming Lessor a covenant for the benefit of the Lessee that the Incoming Lessor must, from the date of completion of the sale or transfer, observe and be bound by this Lease and the option contained in this clause. However, the obligation of the Lessor to obtain the covenant ceases upon registration of this Lease.

PART 13 - GUARANTEE

13.1 GUARANTEE BY THE GUARANTOR

In consideration of the Lessor at the request of the Guarantor having entered into or having agreed to enter into this Lease with the Lessee, which request is testified by the execution of this Lease and the guarantee and indemnity contained in this Part ("this Guarantee") by the Guarantor, the Guarantor unconditionally and irrevocably guarantees to the Lessor:

- (a) the payment by the Lessee of all money payable by the Lessee under this Lease; and
- (b) the prompt performance and observance of all the covenants of the Lessee under this Lease.

Title Reference [30501069]

13.2 INDEMNITY BY THE GUARANTOR

- (a) The Guarantor releases and indemnifies the Lessor and agrees to keep the Lessor released and indemnified to the fullest extent permitted by law from and against all legal proceedings, losses (including loss of any rent or other money), damages, costs and other expenses of every description for which the Lessor may be legally responsible (whether in contract, tort, by statute or otherwise) arising from any:
- (i) default under or repudiation of this Lease by the Lessee; or
 - (ii) non-enforceability of this Lease by the Lessor against the Lessee for any reason, including because of any disclaimer of this Lease by any trustee in bankruptcy, liquidator or administrator of the Lessee as if there had been no disclaimer; or
 - (iii) combination of those things.
- (b) Any disclaimer does not relieve the Guarantor of its obligations under this indemnity, and each indemnity survives any termination of this Lease.

13.3 LIABILITY OF GUARANTOR

The rights and remedies of the Lessor and the liability of the Guarantor under this Guarantee is a continuing liability and is not affected by any act, matter, thing or circumstance whatever (with or without notice to or the consent of the Lessee or the Guarantor or both) including, without limit:

- (a) the grant of any time, credit, consideration, waiver, forbearance, concession or other indulgence to any person;
- (b) any full or partial release, discharge or compromise of any person from any liability under this Lease;
- (c) any judgement or order against the Lessee or the Guarantor or both;
- (d) any variation of this Lease, including any variation of the area of the Premises or the amount of any money payable under this Lease;
- (e) any further or other lease, sublease, right of occupation or other interest granted by the Lessor to the Lessee or to any other person for any reason, including pursuant to this Lease or any further or other lease, sublease or right of occupation imposed by law or otherwise entered into by the Lessor and the Lessee;
- (f) any transaction, arrangement or agreement between the Lessor and the Guarantor or between the Lessee and any other person;
- (g) any actual or alleged set-off, defence, counter-claim or other deduction by any party;
- (h) any payment made to the Lessor and later avoided;
- (i) any failure to give effective notice of any default or repudiation of this Lease;
- (j) any assignment or other dealing of any kind by any party of this Lease;
- (k) any expiration or termination of this Lease for any reason;
- (l) (where a party is or includes a natural person) the death, disability, bankruptcy, infancy, deed of arrangement, assignment or composition with creditors or other demise of any party;
- (m) (where a party is or includes a corporation), any scheme of arrangement, reduction of capital, capital reconstruction, official management, administration, receivership, liquidation, deregistration or other demise of any party;
- (n) the Lessor becoming bound by any compromise, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction by or relating to any person;
- (o) the completion of this Lease by or on behalf of the Lessor pursuant to this Lease or any other agreement in that regard;
- (p) the Lessor exercising or failing to exercise, waiving or deferring any of its rights or remedies under this Lease;
- (q) any non-perfection of the estate of the Lessee under this Lease, including any non-execution, non-commencement or non-registration of this Lease for any reason, or where the consent of any person may be required to this Lease;
- (r) any lack of capacity or power by the Lessee or the Guarantor or both to enter into and perform this Lease;
- (s) any sale, transfer, assignment or other dealing of any kind by the Lessor of the whole or any part of its interest in the Complex, or this Lease or both; or
- (t) any other act, omission, neglect, default, event, or thing of any description that would, but for this clause, have the effect (either at law or in equity or by statute or otherwise) of releasing, discharging or otherwise affecting the liability of the Guarantor in any way under this Guarantee.

Title Reference [30501069]

13.4 GUARANTEE APPLIES TO FURTHER INTERESTS

The obligations of the Guarantor under this Guarantee apply and extend to the performance by the Lessee under or because of any Further Term or other lease, sublease, right of occupation or any other interest granted by the Lessor to the Lessee or to any other person for any reason, including pursuant to this Lease or as may be imposed by statute or otherwise entered into by the Lessor and the Lessee.

13.5 GUARANTOR IS A PRINCIPAL DEBTOR

Despite the circumstance that as between the Guarantor and the Lessee the Guarantor may be a surety only, nevertheless as between the Guarantor and the Lessor, the Guarantor (as an independent covenant and as a party to this Lease) is deemed to be a principal contractor and debtor jointly and severally with the Lessee.

13.6 WAIVER OF RIGHTS

To the fullest extent permitted by law, the Guarantor waives all its rights either as surety or indemnifier (whether legal, equitable, statutory or otherwise) that may be inconsistent with this Guarantee.

13.7 GUARANTOR NOT TO PROVE IN COMPETITION WITH THE LESSOR

- (a) If any bankruptcy, composition, arrangement or assignment for the benefit of creditors, winding up, liquidation, appointment of any controller, administration, receivership or other demise of the Lessee (a "Demise") occurs, then the Guarantor must not prove or claim in competition with the Lessor so as to reduce any amount that the Lessor would otherwise be entitled to receive from the Demise.
- (b) Despite paragraph (a), the Guarantor must, if required and as directed by the Lessor, prove or claim in the Demise. Any amount received by the Guarantor from any distribution, dividend or payment concerning the Demise must be held by the Guarantor in trust and charged for the Lessor, and must be paid to the Lessor without demand in reduction of the amount owing by the Lessee or the Guarantor or both to the Lessor.

13.8 BENEFIT OF GUARANTEE

- (a) If the Lessor transfers or assigns its interest in this Lease to any person, the benefit of this Guarantee is, without any further agreement or notice, deemed to extend to and continue concurrently for the benefit of the transferring Lessor and any transferee or assignee.
- (b) The Guarantor must at the cost of the Lessor promptly enter into covenants with the Lessor and any transferee or assignee that the Lessor may require in confirmation of the same.

13.9 MISCELLANEOUS

- (a) The date of this Guarantee is the date of this Lease.
- (b) This Guarantee takes effect immediately upon its execution and continues in full effect whether or not this Lease is subsequently registered.
- (c) References to "this Lease" include this Lease as a legal lease, an equitable lease, the agreement for lease arising upon execution of this Lease, any Further Term and any other use, occupation or other tenancy of the Premises or other premises in the Complex by the Lessee.

SIGNED SEALED AND DELIVERED by
as the Guarantor this
2018 in the presence of:

day of

]
]
]
]

.....
A Justice of the Peace/Solicitor

.....
(PRINT FULL NAME OF WITNESS HERE)