

Dealing Number



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1. Lessor	Lodger (Name, address E-mail & phone number)	Lodger Code
ROBERT KEITH BATTEN AND BOBBIE BATTEN		037

2. Lot on Plan Description	Title Reference
LOT 3 ON RP3500	11434249

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		JEFF ADAMS HOMES PTY LTD A.C.N. 444 694 227- 169 590 998 <i>lx</i>	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
Whole of the Land

6. Term of lease	7. Rental/Consideration
Commencement date/event: 01/12/2016 Expiry date: 30/11/2019 and/or Event: #Options: 1 x 3 Years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	See attached Schedule

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

N Cartersignature
Natalie Anne Carterfull name
CDEC 108880qualification
Witnessing Officer

Bobbie Batten
RK Batten
16/01/2017 Execution Date
Lessor's Signature

(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.
Jeff Adams Homes Pty Ltd A.C.N. 114 694 227

.....signature
.....full name
.....qualification
Witnessing Officer

[Signature]
8/12/16 Execution Date
Site Director Lessee's Signature

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

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Not Applicable

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Reference Schedule

Item 1 : Parties

Lessor
Address
Telephone No.
Facsimile No.

Robert Keith Batten and Bobbie Batten
112 Gayndah road, Maryborough West Qld 4650
0411 266 981

Lessee
Address
Telephone No.
Facsimile No.

Jeff Adams Homes Pty Ltd A.C.N. 169 590 998
PO Box 7608, Urangan Qld 4655
0473 941 561

Item 2 : Term

3 Years

(a) **Commencement Date** 01/12/2016

(b) **Expiry Date** 30/11/2019

Item 3 : Premises Address

363 Alice Street, Maryborough Qld 4650

Item 4 : Rent

\$41,600.00 per annum exclusive of GST

Item 5 : Review Date(s) (CPI/Market/Fixed):

(a) **CPI Review Dates**

(b) **Market Review Dates** 01/12/2019

(c) (i) **Fixed Increase Dates**

(ii) **Fixed Increase Percent**

Item 6 : Agreed Proportion of (Estimated) Outgoings

Nil

Item 7 : Percentage Rental

Not Applicable

Item 8 : Permitted Use

Swimming Pool Constructions and Swimming Pool Retail Supplies

Item 9 : Insurance - Public Risk

\$20,000,000.00

Item 10 : Option Periods

1 x 3 Years

Item 11 : Security Bond

Not Applicable

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Item 12 : Lessor's Fixtures and Fittings

Nil

Item 13 : Guarantor

Jeffrey Robert Adams
PO Box 7608
URANGAN QLD 4655

Item 14 : Special Conditions

See Clause 19

Item 15 : Car Parking Fee

Not Applicable

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1. INTERPRETATION

1.1 Terms and Reference Schedule

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

1.2 Definitions

- (1) "**Act**" means the *Retail Shop Leases Act 1994* (as amended)
- (2) "**Agreed Proportion of (Estimated) Outgoings**" means the percentage in Item 6 of the Reference Schedule
- (3) "**API**" means the Australian Property Institute (Inc.) Queensland Division
- (4) "**Building**" means all buildings and improvements on the Land of which the Premises form part including the land
- (5) "**Car Park**" means those parts of the Building nominated by the Lessor for the parking of cars including all ramps and driveways and all rooms servicing the car parking area
- (6) "**Car Parking Fee**" means the amount in Item 15 of the Reference Schedule as varied under this Lease
- (7) "**Common Areas**" means the areas of the Building designated for common use by the Lessor
- (8) "**Commencement Date**" means the date inserted in Item 6 of the Form 7
- (9) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the API decides best reflects changes in the cost of living in the relevant city in which the Premises are located
- (10) "**Disclosure Documents**" means any disclosure statements and legal and financial advice reports given by any party to another under the Act before entering into this document or completing a Dealing
- (11) "**Expiry Date**" means the date inserted in Item 6 of the Form 7
- (12) "**Financial Year**" means 1 July to 30 June
- (13) "**Land**" means the property described in Item 2 of the Form 7
- (14) "**Lessee**" means the party described in Item 3 of the Form 7 and its successors and assigns
- (15) "**Lessee's Property**" means all fixtures, fittings, equipment, stock and other articles in the Premises owned by the Lessee
- (16) "**Lessor**" means the party described in Item 1 of the Form 7 and its successors and assigns
- (17) "**Lessor's Property**" means any property, fixture or fitting owned by the Lessor in or on the Building
- (18) "**Lettable Area**" means the parts of the Building the Lessor has leased or can lease at a commercial rental
- (19) "**New Premises**" means the proposed new location of the Lessee's business in the event of relocation
- (20) "**Outgoings**" means the Lessor's reasonable expenses directly attributable to the operation, maintenance or repair of the Building and charges, levies, premiums, rates or taxes payable by the Lessor because it is the owner or occupier of the Building or the Land and such expenses include, but will not be limited to, all costs associated with:
 - (a) rates, taxes and charges (including water access charges and water consumption charges) payable to any government or other authority
 - (b) cleaning costs and materials
 - (c) rubbish removal

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- (d) light and power charges
- (e) air-conditioning and ventilation
- (f) fire protection and prevention
- (g) security
- (h) insurance premiums
- (i) repairs and maintenance
- (j) costs for the control of pests, vermin or insects or other similar infestation
- (k) costs of maintaining gardens
- (l) management costs
- (m) if the Premises are under the *Body Corporate and Community Management Act 1997*, then Body Corporate levies (including Administration Fund Levies, Sinking Fund Levies and Insurance Levies unless prohibited by the *Retail Shop Leases Act 1994*)
- (n) land tax payable on the Land unless prohibited by the *Retail Shop Leases Act 1994*

but does not include:

- (o) insurance premiums for loss of profits
 - (p) payment of interest and charges on amounts borrowed by the Lessor
 - (q) any other item prescribed by regulation or the Act
- (21) "**Percentage Rent**" means for each Rental Year an amount equal to the percentage in Item 7 of the Reference Schedule of Turnover in excess of the Turnover Threshold
- (22) "**PPSR**" means the Personal Property Securities Register
- (23) "**Premises**" means the premises described Item 5 of the Form 7 on the attached Plan the boundaries of which are the internal finished surface of walls and includes the Lessor's Property in the Premises
- (24) "**Renewed Lease**" means a Lease of the Premises for the relevant period set out in Item 10 of the Reference Schedule on the terms set out in Clause 16
- (25) "**Rent**" means the amount in Item 4 of the Reference Schedule as varied under this Lease
- (26) "**Rental Year**" means each year of the Term
- (27) "**Security Bond**" means the security deposit, deposit bond or bank guarantee as required by the Lessor by the Lessee to the Lessor as set out at Item 11 or as varied under this Lease
- (28) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air-conditioning, security services and all other utilities, services or systems provided in the Building
- (29) "**Turnover**" means the gross sales of the Lessee's business operated from the Premises but does not include any item excluded by the Act

1.3 Reference

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

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- (d) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (e) Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- (f) Unless stated to the contrary a reference to an Act shall include all regulations under and amendments to that Act whether by subsequent Acts or otherwise passed in substitution for the Act referred to or incorporating any of its provisions.

2. RENT AND OTHER PAYMENTS

2.1 Payments

- (1) The Lessee must pay the Lessor:
 - (a) the Rent
 - (b) the Agreed Proportion of (Estimated) Outgoings
 - (c) charges for Services to the Premises during the Term
 - (d) stamp duty assessed on the Lease
 - (e) the Lessor's reasonable expenses incurred in obtaining the consent of the Lessor's mortgagee to the Lease, costs of survey fees associated with the registration of the Lease, costs of registration of the Lease
 - (f) all reasonable costs and expenses incurred by the Lessor in relation to any notice given to the Lessee in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Lessor to enforce the Lessee's performance and obligations under this Lease
 - (g) any reasonable additional or unusual charges and expenses incurred by the Lessor at the request of the Lessee
 - (h) any tax or levy in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the receipt of payments including Rent incurred by the Lessor during the Term
 - (i) any other payments arising from the Lessee's use of the Premises.

2.2 Manner of Payment

- (1) The Lessee must pay the Rent:
 - (a) by equal monthly instalments in advance on the first day of each month
 - (b) the first payment must be made on the Commencement Date
 - (c) if necessary the first and last instalments must be apportioned on a daily basis.

2.3 Agreed Proportion of Outgoings

- (1) The Lessee must pay the Agreed Proportion of (Estimated) Outgoings for each Financial Year in the manner notified in writing by the Lessor and in the absence of notification in the same manner as Rent
- (2) All Outgoings must be calculated on an accrual and prepayment basis and are deemed to have been paid at the time when the obligation to pay arose and those Outgoings assessed for periods other than a period of twelve (12) months or which may vary during a Financial Year must be apportioned so as to calculate the Outgoings for such period
- (3) The Lessor must provide the Lessee with an estimate of Outgoings at least one (1) month before the start of each Financial Year
- (4) Within three (3) months after the expiry of each Financial Year the Lessor must give to the Lessee an audited annual statement of expenditure incurred on Outgoings in the form approved by the Act. Within

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fourteen (14) days of being provided with a statement, the Lessor must refund any overpaid Outgoings and the Lessee must pay any shortfall.

2.4 Charges for Electricity

The Lessee acknowledges that if the Lessor supplies electricity to the Lessee as provided in the *Electricity Act 1994* and Section 244 of the *Electricity Regulations 1994* that the Lessor has elected to recover the cost of it from the Lessee as provided in that Act.

2.5 Additional Rent

If the Lessee is late in paying the Lessor any money, the Lessor may charge the Lessee additional rent calculated on any late payments at the rate of two percent (2%) per month or any part of a month. All additional rent charged must be paid on demand.

2.6 Goods and Service Tax

(1) The parties agree that:

- (a) terms used in this Lease that are defined in the Goods and Services Act 1999 (the GST Act) have the same meaning given in the GST Act
- (b) unless an amount is expressed otherwise, all amounts payable by the Lessee to the Lessor under this Lease are stated exclusive of GST
- (c) failure by the Lessee to pay the Lessor GST pursuant to this Clause treated in the same manner as this Lease treats the failure to pay the consideration for the relevant Taxable Supply.

(2) The Lessee must pay to the Lessor for each Taxable Supply made in connection with this Lease the amount of GST that will be payable by the Lessor for that Taxable Supply as and when the consideration for that Taxable Supply is payable by the Lessee to the Lessor.

(3) The Lessor must give the Lessee a GST Tax Invoice for each Taxable Supply made in connection with this Lease.

(4) The amount of each Outgoing excludes the amount of any Input Tax Credit that the Lessor receives from the Australian Taxation Office on that Outgoing.

3. RENT REVIEWS

3.1 CPI Review

Where CPI Review Dates are inserted in Item 5(a) of the Reference Schedule the Rent must be reviewed on each CPI Review Date to an amount represented by A where:

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

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

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

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

3.2 Market Review

(1) Where Market Review Dates are inserted in Item 5(b) of the Reference Schedule the Rent must be reviewed in each Market Review Date to an amount equal to the current market rent for the Premises at the commencement of the year under review.

(2) The current market rent must be agreed upon between the Lessor and the Lessee and if agreement on the current market rent is not reached by one (1) month after the relevant Market Review Date must be determined by a Specialist Retail Valuer, to be agreed upon by the Lessor and the Lessee or failing agreement, as nominated by the Chief Executive as defined in the Act.

(3) The Valuer must determine the current market rent in accordance with the Act.

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- (4) The costs of the Valuer must be borne equally by the Lessor and the Lessee.

3.3 Fixed Review

Where Fixed Increase Dates are inserted in Item 5(c)(i) of the Reference Schedule from and including each Fixed Increase Date the Rent increases by the corresponding percentage set out in Item 5(c)(ii).

3.4 Payment of Rent Prior to Review

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

4. USE OF PREMISES

4.1 Use of Premises

- (1) The Lessee must bring the Premises into active and bona fide use for the Permitted Use and for no other purpose. The Lessee will comply with any statutory requirement relating to the use of the premises and the Lessee's non compliance will not negate the terms of this Lease.
- (2) The Lessor does not warrant the Premises are suitable for any purpose or may be used for the Permitted Use.

4.2 Occupation of Premises

The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor that others have leased or occupy or will continue to lease or occupy or will lease or occupy or will not be permitted to lease or occupy premises within the Building or that the Lessee has any exclusive right to carry on the type of use or business permitted under or carried on pursuant to this Lease.

4.3 Conduct

- (1) The Lessee must not:
- (a) allow the Premises to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the Lessor
 - (b) hold or permit to be held any auction or similar sale in the Premises
 - (c) use any form of power other than gas or electric current or gas supplied through meters
 - (d) overload the Services
 - (e) damage the Lessor's Property
 - (f) alter the Premises, install any partitions or do any building work
 - (g) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums
 - (h) display, paint or erect any signs, without the Lessor's prior written consent. To assist the Lessor with its deliberation the Lessee will provide written details of the proposed size, location and placement of all signage in its application to the Lessor
 - (i) knowingly use or allow the Lessor's Property to be used for any purpose other than those for which they were designed
 - (j) interfere with any drains, water supply, gas, electrical, plumbing, air-conditioning equipment or other services or any of the Lessor's Property
 - (k) prepare or cook for sale or other commercial purpose any food on the Premises

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- (l) use any apparatus which radiates heat other than required to be used in the ordinary course with the Permitted Use
- (m) bring any heavy machinery, plant or equipment onto the Premises unless it is reasonably necessary for the Permitted Use and in any case must not overload the floors, walls or ceilings
- (n) make holes, deface or damage floors, walls or ceilings or other parts of the Premises
- (o) install any vending or amusement machines
- (p) use or install any product or property in the Premises likely to cause damage

4.4 Consent

The Lessee may seek the Lessor's written consent to any of the matters in Clause 4.3 which can be granted at the Lessor's discretion.

4.5 Lessee's Obligation

(1) The Lessee must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the Permitted Use in the Premises or on the common area where a licence to occupy has been granted to the Lessee by the Lessor
- (b) obey all reasonable directions and rules given by the Lessor relating to use of the Common Areas. In the event the Lessor grants to the Lessee a licence to occupy the common area the Lessee acknowledges that it must in addition to the requirements of the Lease:
 - (i) abide by all directions of the Lessor in regard to that licence including but not limited to size, location, term of licence and signage requirements.
 - (ii) ensure that its public liability insurance includes any licenced area and that the Lessor is fully indemnified against any loss whatsoever.
- (c) obey any rules made by the Lessor relating to the operation, safety, use, occupation and management of the Building
- (d) immediately notify the Lessor of any damage to, defect or disrepair in the Services or the Lessor's Property
- (e) immediately notify the Lessor of any infectious diseases notifiable to the relevant Health Authority occurring on the Premises of which it is or ought reasonably come to its attention at any time throughout the term
- (f) immediately provide the Lessor with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises
- (g) at the expiration or sooner determination of the Term return all keys of the Premises to the Lessor
- (h) lock all exterior doors and windows in the Premises and the Building when the Premises or the Building are not being used
- (i) keep the Premises open for business during the core trading hours of the Building as defined in the Act
- (j) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Lessee
- (k) keep the Premises free from vermin.
- (l) not cause or allow knowingly or unknowingly any act or omission that could contaminate or lead to contamination of the premises.

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4.6 Air Conditioning

- (1) In the event that the Lessor does supply conditioned air to the premises during the term then the following provisions shall apply:
 - (a) the Lessee must keep the air conditioning plant in the premises in good and workable condition with the exception of:
 - (i) damage by fire, lightning, flood, storm, tempest, act of God, or civil commotion
 - (ii) capital repairs, and
 - (iii) damage caused by the intentional or negligent misconduct of the Lessor or its employees or agents.
 - (b) The Lessee must fix any damage to the air conditioning equipment caused by the intentional or negligent misconduct of the Lessee or its employees.
 - (c) Without limiting the Lessee's obligations to repair, the Lessee must keep in effect a maintenance contract in relation to the filters and ducting of the air conditioning plant and equipment servicing the Premises. The Lessee must also regularly service and test the air conditioning plant for the presence of diseases including legionnaires disease and must otherwise comply with all laws and requirements in respect of such infectious diseases.
 - (d) The Lessor must promptly repair, maintain and replace the air conditioning equipment to the extent that the Lessee is not required by this Lease to do so, including without limitation replacement of the air conditioning if the plant becomes irreparable or not economically viable to repair.
- (2) The Lessee must obtain the prior written consent of the Lessor as to the size and location of the air conditioning plant and equipment before installing air conditioning equipment to the premises.

4.7 Centre Governed by a Body Corporate

- (1) In the event the Centre is part of a community titles scheme, the Lessee agrees that during the term of this Lease it will comply with:
 - (a) The Body Corporate and Community Management Act 1997 and any applicable Module as amended from time to time;
 - (b) Any orders made under the Act; and
 - (c) The by-laws of which the Lessee acknowledges receiving a copy.

5. MAINTENANCE AND REPAIR

5.1 Repair

- (1) The Lessee must:
 - (a) keep the Premises, including all signage, in good repair and condition structural defects and fair wear and tear excepted
 - (b) fix any damage caused by the Lessee or its employees
 - (c) maintain, repair or replace all glass in the Premises, the doors locks windows and window fittings, rollers and moveable apparatus on sliding or roller doors, all broken, faulty or blown light tubes and associated electrical apparatus in the Premises
 - (d) during the last year of the Term, and more often if reasonably required by the Lessor having regard to the condition of the Premises, paint the walls, ceilings and other painted surfaces of the interior of the Premises with two (2) coats of first quality paint in a proper and tradesperson manner, in the original colours or in such other colours approved by the Lessor

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5.2 Cleaning

- (1) The Lessee must:
 - (a) keep the Premises clean and tidy, consistent with the nature of the business conducted on the Premises
 - (b) keep the Lessee's Property clean and tidy
 - (c) if the Lessor and Lessee agree to use a cleaning service supplied by the Lessor to the Premises the Lessee must pay to the Lessor on demand the reasonable cost of cleaning the Premises
 - (d) any cleaning of the Premises by a service supplied by the Lessor must be of a satisfactory commercial standard and the cleaners will be allowed access to the Premises at all reasonable times.

5.3 Lessor's Right to Inspect and Repair

- (1) Upon giving the Lessee two (2) days notice in writing, the Lessor may inspect or carry out repairs, maintenance, or building work in or around the Premises at any reasonable time. In an emergency, the Lessor may enter at any time without giving the Lessee notice.
- (2) The Lessor may carry out any of the Lessee's obligations under this Lease if the Lessee does not carry them out on time or as reasonably directed by the Lessor. If the Lessor does so, then the Lessee must pay the Lessor's expenses.

5.4 Lessee's Works

- (1) The Lessee must not carry out any building work without the Lessor's consent. The Lessor cannot unreasonably refuse to give its consent if:
 - (a) the Lessor approves the Lessee's drawings and specifications for the works
 - (b) the Lessee and the Lessor agree on the type, quality, colour and size of the materials to be used
 - (c) the Lessor reasonably approves of the Lessee's builder
- (2) The Lessee must:
 - (a) pay for any work approved under Clause 5.4(1)
 - (b) indemnify the Lessor against all injury or damage to the Premises or the Building caused by those works, and
 - (c) maintain the works.

5.5 Lessor's Fit-out

- (1) If the Lessor has provided any fit-out to the Premises then:
 - (a) that fit-out is Lessor's Property
 - (b) the Lessee must not damage any fit-out provided by the Lessor or install any additional fit-out without the consent of the Lessor which must not be unreasonably withheld
 - (c) if during the Term of this Lease or any renewed term, any fit-out provided by the Lessor needs to be replaced because of fair wear and tear, then the Lessor will replace that fit-out with fit-out of a like quality
 - (d) If during the Term of this Lease or any renewed term, the Lessee requires any fit-out by the Lessor to be replaced for reason other than fair wear and tear, the Lessor or the Lessee with the Lessor's consent will replace that fit-out at the cost of the Lessee.
 - (e) The Lessee will at the Lessee's cost do all things reasonably required by the Lessor to perfect the Lessor's security interest over the fit-out on the PPSR (or any replacement Register) within fourteen (14) days of being requested to do so.

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- (f) The Lessee will not grant any form of security interest over the Lessor's fit-out.

6. ASSIGNMENT AND SUBLETTING

6.1 Lessor's Consent

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

7. LESSOR'S RIGHTS AND OBLIGATIONS

7.1 Variations In Lessee's Agreed Proportion

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

7.2 Head Lease or Other Interests

The Lessee must allow any person having any estate or interest in the Premises superior to or concurrent with the Lessor to exercise the powers to enter and view the Premises and to carry out repairs renovations maintenance and other work and otherwise to exercise or perform their lawful rights or obligations.

7.3 Rules

- (1) The Lessor may make rules relating to the Building and Common Areas dealing with:
- (a) their use, care and cleanliness
 - (b) the preservation of good order
 - (c) the comfort of persons
 - (d) the location of garbage and refuse pending its removal
 - (e) the closure of any part outside normal business hours
 - (f) the external appearance
 - (g) the control and operation of the Car Park.

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7.4 Management

The Lessor must manage and operate the Building and may appoint a person or corporation to carry out this task.

7.5 Complex Exterior

The Lessor has the exclusive right to use the exterior of the Building, provided that any use of the exterior of the Building must not interfere with or adversely impact upon the Lessee's use of the Premises.

7.6 Licenses For Use of Common Areas

The Lessor, may grant to any person a licence to use any part of the Common Areas (other than toilets) provided such licence must not substantially or adversely effect the Lessee's rights under this Lease.

7.7 Quiet Enjoyment

Provided the Lessee performs its obligations and complies with the terms of this Lease the Lessee may peaceably hold and enjoy the Premises during the continuance of this Lease without interruption by the Lessor or any other person lawfully claiming under the Lessor.

7.8 Insurance

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

7.9 Rates and Taxes

The Lessor must pay all Outgoings not payable by the Lessee or other occupant of the Building.

7.10 Maintenance

The Lessor must keep the Common Areas tidy and in good repair and must maintain the structural integrity of the Premises and Building.

7.11 Services

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

7.12 Directory Boards

Any directory boards provided by the Lessor are under its control.

7.13 Consent of Mortgagee

The Lessor must, if requested by the Lessee, obtain from any mortgagee an unconditional consent in writing to this Lease.

7.14 Relocation

Intentionally Deleted

7.15 Common Area Toilets

The Lessee, its employees, agents, licensees and invitees may in common with all other persons to whom the Lessor grants a similar right use the toilets in the Building. The Lessee will use its best endeavours to keep the toilets in a clean and proper condition throughout the term of this Lease.

7.16 Sale by Lessor

This clause shall only be operative if this Lease contains an option of renewal which has not been exercised and if this Lease has not been registered in the Department of Environment and Resource Management. In the event of the sale or transfer by the Lessor of the Land, the Lessor will obtain from the purchaser or transferee a deed in favour of the Lessee whereby such purchaser or transferee agrees to be bound by the provisions of this Lease (including any option of renewal). It shall be a condition of such deed that such purchaser or transferee, in the

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event of any further sale or transfer by him, shall obtain from the purchaser or transferee a deed in the same form. In any such case, upon the delivery by the Lessor to the Lessee of a deed in such form, duly executed by the relevant purchaser or transferee, the Lessor shall be deemed to be released from all liability then or from then on arising out of any failure by the purchaser or transferee, or any subsequent purchaser or transferee, to recognise and be bound by the provisions of this Lease, it being the intention of the Lessor and Lessee that the rights of the Lessee at any time for the time being shall be exercisable only against the Lessor at that time who is or is entitled to be registered as proprietor of the Land.

8. STRATA TITLE

8.1 Subdividing the Land

The parties hereto acknowledge and agree that the Lessor may (at its absolute discretion) after the date hereof determine to further develop the land (of which the demised premises forms part) by subdividing the land pursuant to the provisions of the Body Corporate and Community Management Act 1997 as amended (hereinafter called "the BCCM") into a number of lots and areas of common property to the end that the demised premises will form one or part of one of the said lots.

8.2 Amendments to By-Laws

In the event that the Lessor determines to develop the land in accordance with the preceding clause 8.1 hereof, the Lessor as original proprietor for the purposes of the BCCM hereby agrees to ensure that the body corporate which comes into existence upon creation of the Community Title Scheme will make appropriate amendments to the by-laws such that the provisions of clause 8.1 hereof shall be fully complied with in all respects.

8.3 Lessee Covenants

In the event that the Lessor makes the determination to develop the land in accordance with clause 8.1 hereof, the Lessee agrees (at the cost and expense of the Lessor) to forthwith upon receiving notice of such determination from the Lessor, as required by the Lessor, do all acts and execute all necessary documents and paper writings for the purpose of the said redevelopment to give full force and effect to the provisions hereof and without limiting the generality of the foregoing shall produce duly executed documents required either by the Registrar of Titles (Brisbane) and/or the Commissioner of Stamp Duties to give full force and effect to the provisions hereof including any instruments of surrender of this Lease, withdrawal of any caveats lodged by the Lessee or other dealings lodged by the Lessee which may have the effect of prohibiting or hindering the creation of such Community Title Scheme PROVIDED ALWAYS that the Lessee's rights and interests under this Lease shall remain substantially unaltered and any new lease granted in substitution therefore is executed in accordance with clause 8.4 hereof prior to or simultaneously with the execution of any such instrument of surrender or withdrawal.

8.4 New Lease

- (1) The Lessor and the Lessee acknowledge and agree that if the land is so developed in accordance with clause 8.1, they will:
- (a) execute a lease in respect of the demised premises containing identical terms to those contained herein (save those deleted by virtue of the proposed development as may be agreed upon between the parties hereto or pursuant to the provisions of this Lease) for the balance of the term then remaining provided that the existing area of the demised premises shall remain unaltered and the Lessee's right of quiet enjoyment as provided for herein shall not be interfered with by the proposed development;
 - (b) cause any necessary notice to be given to the said body corporate of the existence of the Lease;
 - (c) cause the body corporate to record the existence of the Lease on the roll kept by the Body Corporate pursuant to the said Units Act.

8.5 No Cost to Lessee

In the event of any such development by the Lessor as aforesaid, the Lessee shall be put to no cost with respect to preparation, stamping or registration of the said new Lease.

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9. RISK

9.1 Own Risk

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

9.2 Release

- (1) The Lessee releases to the fullest extent permitted by Law, the Lessor and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the Premises or in any part of the Building or outside the Building except to the extent that it is caused by a deliberate act, negligence or default by the Lessor or its agents, employees or contractors or from structural defects.
- (2) Despite any term in this Lease or any law to the contrary, the Lessor is not legally responsible for any loss or damage suffered by the Lessee because the Lessor does or fails to do something relating to the Premises or Complex unless the Lessee gives the Lessor written notice to fix that act or omission and the Lessor unreasonably fails to do so.

9.3 Indemnity

- (1) Without limiting the generality of Clause 9.2 the Lessee indemnifies and holds indemnified the Lessor and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Lessor may sustain or incur or for which the Lessor or its agents, employees and contractors shall or may be or become liable whether during or after the Term in respect of or arising from:
 - (a) **Breach of Covenant** – Loss, damage or injury to property or person from or contributed to by the neglect or default of the Lessee to observe or perform any of the covenants, conditions and restrictions on the part of the Lessee whether positive or negative expressed or implied
 - (b) **Misuse** – Negligent use or misuse, waste or abuse by the Lessee or any servant, agent or Sub-Lessee of any Services to the Premises or to the Building
 - (c) **Escape of Harmful Agent** – Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Premises caused or contributed to by any act or omission on the part of the Lessee its servants, agents or Sub-Lessee
 - (d) **Failure to Notify** – Failure of the Lessee to notify the Lessor of any defect of which it is aware in the Premises whatsoever
 - (e) **Use of Premises** – Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Premises by the Lessee or any servant, agent or Sub-Lessee
 - (f) **Use of Common Area** – Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Common Area by the Lessee or any servant, agent or Sub-Lessee
 - (g) **Personal Injury** – Any personal injury sustained by any person in or about the Premises or the Building howsoever caused other than the wilful or negligent act or omission of the Lessor or its servants or agents.

9.4 Insurance

- (1) At all times during the continuance of this Lease the Lessee must effect and keep current:
 - (a) a public liability insurance policy in respect of the Premises having endorsement to include the risks and indemnities contained in Clause 9.3 in the names of the Lessor and all persons having superior title to the Lessor and the Lessee for their respective interests in an amount set out in Item 9 of the Reference Schedule or any higher amount that the Lessor may from time to time reasonably require the Lessee by notice in writing to effect for any single claim, accident or event, with an insurance office or company approved by the Lessor (such approval not to be unreasonably withheld)
 - (b) a policy of insurance in the names of the Lessor and the Lessee for their respective interests to cover:

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- (i) the full reinstatement replacement costs of plate glass in the Premises to include all coatings and security seals as reasonably required by the Lessor
- (ii) special industrial risks (if any) due to the specific Permitted Use of the Premises by the Lessee (if any)

with an insurance office or company approved by the Lessor (such consent not to be unreasonably withheld)

- (c) worker's compensation including employer's liability insurance (unlimited cover).

(2) The Lessee must give the Lessor:

- (a) a duplicate copy of each such policy immediately it is effected
- (b) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
- (c) a copy of the certificate of currency when requested.

9.5 Notice of Accident

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

9.6 Conduct Voiding Insurance

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

10. DEFAULT AND TERMINATION

10.1 Essential Terms

- (1) The essential terms are:
 - (a) Payments [Clause 2.1]
 - (b) Use of Premises [Clause 4.1]
 - (c) Conduct [Clause 4.3]
 - (d) Lessee's Obligations [Clause 4.5]
 - (e) Repair [Clause 5.1]
 - (f) Cleaning [Clause 5.2]
 - (g) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1].

10.2 Default

- (1) The Lessee is in default of this Lease if:
 - (a) it breaches an essential term of this Lease
 - (b) it repudiates its obligations under this Lease
 - (c) it is insolvent or is unable to pay its/their debts when they fall due
 - (d) its interest under this Lease is attached or taken in execution under any legal process, or
 - (e) it does not comply with any other term of this Lease within a reasonable time after receiving notice from the Lessor to do so.

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10.3 Termination of Tenancy

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

11. EXPIRY OF TERM

11.1 Lessee's Obligations

- (1) On expiry of the Term or earlier termination the Lessee must:
 - (a) vacate the Premises in good repair and clean condition fair wear and tear being acceptable
 - (b) offer the Lessor its fixtures and fitting on terms agreeable between the Lessor and Lessee
 - (c) if agreement is not reached with the Lessor as stated above:
 - (i) remove all the Lessee's Property from the Premises
 - (ii) repair any damage caused by removal of the Lessee's Property
 - (iii) paint the Premises with two coats of first quality paint in a tradespersonlike manner in colours approved in writing by the Lessor.
 - (d) return all keys, security passes and cards held by the Lessee or its employees
 - (e) remediate any contamination which in the opinion of the Lessor (acting reasonably) has been caused by the Lessee, Agent, Invitees or Successors or caused by the Lessee's use of the premises.
- (2) Notwithstanding Clause 11.1(1)(b) the Lessee must first offer the Lessee's fit-out to the Lessor. In the event that the Lessor (at the Lessor's discretion) does not agree to accept the fit-out or cannot agree on the terms of accepting the fit-out then Clause 11.2(1) shall come into effect.

11.2 Failure to Remove Lessee's Property

- (1) If the Lessee does not remove the Lessee's Property on expiry or earlier termination, the Lessor may:
 - (a) remove and store the Lessee's Property at the Lessee's risk and expense, or
 - (b) treat the Lessee's Property as being abandoned, in which case title in the Lessee's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Lessee.

11.3 Power of Attorney

- (1) To secure to the Lessor the Lessee's observing each Covenant by the Lessee expressed or implied in the Lease, or the Lessor's interest in the reversion of the Lease, or both, the Lessee irrevocably appoints the Lessor as the attorney of the Lessee to sign:
 - (a) a surrender of the Lease; and
 - (b) a transfer of the Lease; and
 - (c) any instrument which the Lessee must enter into under the Lease; and

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- (d) a withdrawal of any caveat lodged, or registered by the Lessee against the Land; and
 - (e) any other instrument required to complete, stamp, perfect, and, if appropriate, register the surrender, the transfer, and any instrument referred to in Clause 11.3(1).
- (2) In this clause, the expression, "Lessor", also means a Solicitor acting for the Lessor, an attorney appointed by the Lessor, and where the Lessor is a corporation, a director, secretary, or manager of the Lessor.
 - (3) The Lessor may appoint a substitute attorney, and revoke an appointment of an attorney, whether, in either case, the attorney was originally appointed or substituted.
 - (4) The Lessee must ratify each act performed by an attorney pursuant to this appointment.
 - (5) The Lessor may only exercise a power under this appointment after the Lessee fails to observe a Covenant which is expressed or implied in the Lease and which the Lessee must observe.
 - (6) The Lessor must give seven (7) days prior written notice to the Lessee of the Lessor's intention to exercise a power under this appointment.
 - (7) The Lessor may register this power of attorney in the Office of the Registrar of Titles in which the Lease is registered.
 - (8) The Lessor may exercise a power under this appointment after the expiration, termination or determination of the Lease.

12. MONTHLY TENANCY

12.1 Monthly Tenancy

- (1) If the Lessee with the consent of the Lessor remains in occupation of the Premise after the expiration of the term of this Lease then:
 - (a) the Lessee will be Lessee from month to month from the Lessor of the Premises on the terms of this Lease so far as they are applicable to a monthly tenancy.
 - (b) the monthly tenancy may be determined by either party in the manner prescribed by Division 4, S130 of the *Property Law Act 1974*; and
 - (c) the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately prior to the expiration of the term plus ten percent (10%) and will be payable in advance.

13. DAMAGE AND DESTRUCTION

13.1 Rent Reduction

- (1) If the Building is damaged or destroyed and the Lessee or its employees have not caused or contributed to such damage or destruction and as a result the Premises are wholly or partially unfit for use or the Lessee cannot gain access to the Premises then from the date that the Lessee notifies the Lessor of the damage or destruction until the date that the Premises are again fit for use and accessible the Lessor:
 - (a) must reduce the Rent, Agreed Proportion of Outgoings and any other moneys payable to the Lessor by a reasonable amount depending on the type and extent of damage or destruction, and
 - (b) cannot require the Lessee to clean, repair or maintain until the Premises are fit for use and accessible.

13.2 Lessee May Terminate

- (1) The Lessee may terminate this Lease by giving thirty (30) days notice to the Lessor unless:
 - (a) within three (3) months of the event causing damage or destruction, the Lessor notifies the Lessee that the Premises will be reinstated, and
 - (b) carries out reinstatement works within a reasonable time having regard to the extent of the damage.

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13.3 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises, it may terminate this Lease by giving to the Lessee notice in writing.

13.4 No Obligation to Rebuild

The Lessor is not obliged to restore the Building or Premises according to the former design or specifications.

13.5 Dispute Resolution

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

13.6 Antecedent Rights

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

14. INSPECTION BY PURCHASER OR LESSEE

14.1 Lessee's Obligations

- (1) The Lessee must:
 - (a) allow the Lessor to exhibit on the Premises notices advertising the Complex or any part of it for sale; and
 - (b) at all reasonable times upon prior reasonable notice permit the Lessor to show the Premises to prospective purchasers; and
 - (c) within the 6 month period immediately before the end of the term granted by this Lease, permit the Lessor to show the Premises to prospective Lessees at all reasonable times and on prior reasonable notice and allow the Lessor to affix and exhibit on the Premises where the Lessor thinks fit the usual "For Sale" and/or "To Let" notices. In each case the notices may display the name and address of the Lessor and its agents.
- (2) The Lessees must not remove any notice without the prior written consent of the Lessor

15. GENERAL

15.1 Naming Rights

- (1) The Lessor may:
 - (a) name or rename the Building
 - (b) alter or build additions to the Building including the Car Parks and in so doing interrupt the Services provided any interruption is minimised and the Lessee is not entitled any compensation.

15.2 Lessor May Rectify

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

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15.3 Notices

- (1) Any notice, document or demand (called "notice") under this Lease shall be served in accordance with this clause.
- (2) The notice shall be in writing, signed by the party giving it, or by the party's duly authorised officer (if a corporation), agent or solicitor.
- (3) A notice may be served on a party to this Lease, including their successors, assigns, and Guarantor:
 - (a) by personal delivery to that party or if more than one comprise the Lessor or Lessee to any of them;
 - (b) by delivering the notice to the Premises and leaving it with an employee of the Lessee;
 - (c) by delivering the notice to the Lessor's business address and leaving it with an employee of the Lessor;
 - (d) by sending it, addressed to the party at that party's address stated in Item 1 in the Reference Schedule, by prepaid or certified post;
 - (e) if the Lessor maintains a Manager's office in the Building, by delivering any notice addressed to the Lessor at that office whilst it is open and leaving it with a person working in that office.
- (4) Either party may advise the other party of an additional or an altered address for the service of notices, which is within the State of Queensland and is not a post office box.
- (5) A notice dispatched by facsimile is deemed to be given the next day after the transmission was dispatched and must be evidenced by a successful transmission report.
- (6) A notice is considered to have been served;
 - (a) at the time of deliver; or
 - (b) on the third business day after the day on which it is posted, the first business day being the day of posting.

15.4 Default Notices

In addition to the aforementioned requisites for notices, where a Notice to Remedy Default is given to the Lessee the notice must contain a description of the default requiring rectification and must stipulate a period of time in which the rectification is to occur. That period shall take into account what needs to be done and the reasonable time required to remedy the default.

15.5 Waiver Negatived

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

15.6 Entire Agreement

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

15.7 Severability

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

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15.8 Obligations of Parties

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

15.9 Statutes and Regulations

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

15.10 Governing Law

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

15.11 Saturdays, Sundays and Public Holidays

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

15.12 Modification of Implied Covenants

The obligations and powers implied in leases by Sections 105 and 107 of the *Property Law Act 1974* are negated. All other obligations on the part of the Lessee implied by the *Property Law Act 1974* are not negated but are modified to the extent that they are inconsistent with the provisions of this Lease.

15.13 Retail Shop Leases Act Disclosure

- (1) This clause only applies if the Act applies to this document.
- (2) Subject to paragraph (3) of this clause, the Lessee acknowledges that:
 - (a) at least 7 days before entering into this document, the Lessee received a draft of the Lease Documents (including a complete Lessor Disclosure Statement) from the Lessor in accordance with the Act; and
 - (b) before entering into this document, the Lessee gave the Lessor:
 - (i) a lessee disclosure statement; and
 - (ii) legal and financial advice reports;In accordance with the Act; and
 - (iii) if the Lessee did not comply with subparagraph (2)(b), the Lessee warrants that either Part 5 of the Act does not apply to the Lessee, or the Lessee is a Major Lessee.
- (3) If the Lessee is a Major Lessee, by signing this document the Lessee notifies the Lessor that the Lessee:
 - (a) has received appropriate legal and financial advice about the Lease Documents; and
 - (b) waives the Lessee's entitlement under the Act to receive the Lessor's Disclosure Statement within the period referred to in paragraph (2)(a) of this clause; and
 - (c) has received the items referred to in paragraph (2)(a) of this clause from the Lessor before the Lessee entered into this document.

16. OPTION FOR FURTHER TENANCY

16.1 Exercise of Option

- (1) If further terms have been inserted in Item 10 of the Reference Schedule the Lessor must grant a Renewed Lease of the Premises to the Lessee for each further term inserted in Item 10 of the Reference Schedule if the Lessee:

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- (a) gives notice to that effect to the Lessor not less than 3 months before the Term expires, and
- (b) has not breached any of the essential terms of this Lease set out on Clause 10.1.

16.2 Terms of Renewed Lease

- (1) The Renewed Lease must be on the same terms as this Lease except:
 - (a) the term will be that specified for the relevant Option in Item 10 of the Reference Schedule
 - (b) the date of commencement will be the day after expiry of the Term
 - (c) the rent will be an amount determined under Clause 3.2 as if the last day of the Term was a Market Review Date
 - (d) the amount of public liability insurance in Item 9 of the Reference Schedule will be an amount reasonably required by the Lessor
 - (e) the Security Deposit in Item 11 of the Reference Schedule will be an amount reasonably required by the Lessor
 - (f) Clause 16 will be omitted from the Renewed Lease when no relevant further terms remain in Item 10 of the Reference Schedule or the Lessee does not comply with Clause 16.1.

16.3 Dispute

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

17. SECURITY BOND

17.1 Manner of Payment

- (1) If a Security Bond has been inserted in Item 11 of the Reference Schedule, the Lessee must deliver to the Lessor before the Date of Commencement its payment of the Security Bond. The Lessee shall either provide a Bank Guarantee for or pay to the Lessor the amount specified at Item 11. A Bank Guarantee shall:
 - (a) be in favour of the Lessor;
 - (b) not have a termination date less than one (1) year after the end of the final expiry date including option(s); and
 - (c) shall be expressed to be security for the performance by the Lessee of its covenants contained in this Lease.
- (2) In the event that the Lessee supplies a Bank Guarantee and:
 - (a) the Lessee holds over, the Lessee must at the Lessee's cost provide the Lessor an updated Bank Guarantee (or a cash security bond) to the satisfaction of the Lessor.
 - (b) an extended term is granted by the Lessor, the Lessee must provide the Lessor an updated Bank Guarantee which shall have a termination date of not less than one year after the expiry of the extended term.
- (3) If the Lessee fails to pay rental or other moneys payable pursuant to the terms of this Lease, or if the Lessor suffers loss or damage because of any other breach of the Lease by the Lessee and if the Lessee does not remedy the breach by payment of rental or otherwise then the Lessor may call upon the Security Bond and utilise the proceeds of same towards the arrears of rental or other moneys or towards the loss or damage. In doing so, the Lessor will not waive the Lessee's breach and will not waive any other right or remedy arising from the breach. The Lessor and the Lessee acknowledge that the Lessor will not call upon the Security Bond as stated whilst a dispute exists between the Lessor and the Lessee as to whether the Lessee has breached this Lease.

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- (4) If the Lessor does apply the proceeds of the Security Bond it may notify the Lessee that it has done so. Within fourteen (14) days of the date of notification, the Lessee must reinstate the Security Bond to the amount specified in Item 11 of the Reference Schedule.
- (5) At the end of the Lease, the Lessor must return the Security Bond to the Lessee within two (2) months of expiration of the Term unless:
 - (a) the Lessor has started proceedings against the Lessee; or
 - (b) the Lessee is holding over with the Lessor's consent.

18. TRUSTEE PROVISIONS

18.1 Lessee as Trustee

- (1) If the Lessee enters into or otherwise at any time holds this Lease as a trustee or any trust ("the Lessee's Trust"), then whether or not the Lessor has any notice (actual or constructive) of the Lessee's Trust, the following apply:
 - (a) 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;
 - (b) the obligations and liabilities of the Lessee under this Lease extend to the fund and any other asset of the Lessee's Trust ("the Trust Deed");
 - (c) the Lessee shall on the written demand or direction of the Lessor exercise all rights of indemnity that the Lessee may at any time have against the Trust Fund and any beneficiaries or unit holders of the Lessee's Trust or any of the same for the benefit of the Lessor.
 - (e) The Lessee shall be and remain liable under this Lease both in their relevant personal capacities and as a trustee of the Lessee's Trust; and
 - (f) the Lessee shall produce the original stamped Trust Deed and all documents evidencing the Lessee's Trust and the Trust Fund to the Lessor within fourteen (14) days of written request for the same by the Lessor.

19. SPECIAL CONDITIONS

NOT APPLICABLE

20. GUARANTEE

20.1 Personal Guarantee

Clauses 20.2 to 20.9 apply if Item 13 of the Reference Schedule has been completed by inserting details of the Guarantors.

20.2 Guarantee and Indemnity

- (1) In consideration of the Lessor granting this Lease to the Lessee at the Guarantor's request, the Guarantor guarantees to the Lessor:
 - (a) the payment by the Lessee of the Rent and other money agreed to be paid; and
 - (b) prompt performance and observance of all of the Lessee's covenants and obligations contained or implied in this Lease.

20.3 Indemnity

The Guarantor indemnifies the Lessor against all Claims which the Lessor may suffer or incur in connection with any breach or default by the Lessee under this Lease or any extension or renewal of the term of this Lease.

Title Reference [11434249]

20.4 Liability of Guarantor

- (1) The Lessor's rights and the Guarantor's liability under Clauses 20.2 and 20.3 will not be prejudiced or affected by:
- (a) the granting of any time, credit, forbearance, indulgence or concession by the Lessor to the Lessee or any Guarantor;
 - (b) any absolute or partial release of the Lessee or Guarantor or any compromise with the Lessee or any Guarantor;
 - (c) any variation of this Lease, extension or renewal of the Term, holding over or continued occupation of the Premises by the Lessee;
 - (d) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment or renewal of any security or right by the Lessor;
 - (e) any assignment of this Lease or sublease of any part of the Premises;
 - (f) the termination of this Lease;
 - (g) the fact that the Rent or any other money may not be recoverable, may cease to be recoverable or may never have been recoverable or that any transaction affecting the Rent or the obligations contained in this Lease is or was wholly or partially void, voidable or unenforceable;
 - (h) any failure to sue or agreement not to sue or any dealing, act or omission (whether constituting a waiver, election, estoppel or otherwise) by the Lessor with respect to the Rent, other money payable or the obligations under this Lease;
 - (i) any fact, circumstance, legal disability or incapacity which would otherwise release the Lessee or any Guarantor from its obligations;
 - (j) non-execution of this Lease by one or more of the persons named as Guarantor or the unenforceability of this guarantee and indemnity against one or more of the Guarantors; or
 - (k) the exercise or purported exercise by the Lessor of its rights of re-entry;

AND EACH of the above circumstances shall be construed separately and independently and so as not to limit the meaning or any other listed circumstance and shall not be limited by the provisions of any other clause.

20.5 Irrevocable

This guarantee and indemnity is irrevocable and will remain in force until the Lessee has performed and observed all its obligations under this Lease.

20.6 Guarantor Liable

- (1) The Guarantor's liability will not be discharged by any payment to the Lessor which is later avoided by law.
- (2) If that happens, the Lessor, the Lessee and the Guarantor will be restored to their respective rights as if the payment had not been made.

20.7 Indemnity on Disclaimer

If a liquidator disclaims this Lease, the Guarantor indemnifies the Lessor against any resulting Claim by the Lessor for the residue of the term of this Lease.

20.8 Guarantor Not Prove in Liquidation

- (1) The Guarantor will not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until the Lessor has received 100c in the dollar of all money payable to it by the Lessee.
- (2) The Guarantor will hold any proof, claim or dividend received by it on trust for the Lessor.

Title Reference [11434249]

20.9 Guarantee to Continue

- (1) If this Lease is transferred or assigned, the benefit of this guarantee and indemnity will extend to the transferee or assignee and continue concurrently for the benefit of the Lessor regardless of the transfer or assignment unless the Lessor releases the Guarantor in writing.
- (2) This guarantee and indemnity covers the period while the Lessee occupies or is entitled to occupy the Premises as Lessee or holds an equitable interest over the Premises under an agreement for the lease or as a periodic Lessee.
- (3) Without limiting Clause 20.9(b) if registration of this Lease is required to legally create a leasehold estate, then until this Lease is registered, it will operate from the commencement of the term of this Lease as an agreement for lease.
- (4) This guarantee and indemnity will apply whether this Lease is construed as an agreement for lease, a periodical tenancy or otherwise.

20.10 Assignment of Lease

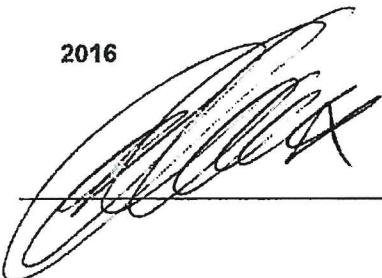
- (1) In the event the Lessee assigns its rights or sub-lets the Premises in accordance with Clause 6, then, subject to the Retail Shop Leases Act, the Guarantor agreed to be bound by this guarantee notwithstanding such assignment or such sub-letting.
- (2) This guarantee and indemnity will extend to the Lease, agreement for lease or periodical tenancy created by the Lessee's exercise of any option for renewal.

EXECUTED on 21 December 2016

SIGNED by Jeffrey Robert Adams

in the presence of:-

Wheeler

} 

Solicitor/Justice of the Peace/
~~Commissioner for Declarations~~

Title Reference [11434249]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: From 7 Lease

Name of authorised person or solicitor: Natalie Anne Carter

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): CSG Law

Item/s being altered or corrected: Item 3: Lessee

Details of alteration or minor correction: Cross out 114 694 227 and insert 169 590 998

Party represented (where signed by solicitor): Lessor

N Carter
.....
Authorised person's or Solicitor's Signature

21 November 2016

RK & B BATTEN
112 GAYNDAH ROAD
MARYBOROUGH WEST QLD 4650

Re: Policy Number: SMX016865762
Type of Policy: Business Pack Insurance
Expiry Date: 5/12/2016

Handwritten: MARYBOROUGH
ANDREW

We wish to advise that your above policy is due to expire on the date shown.

Invoice for Insurance Premium Due

Enclosed is our Invoice for your next period of insurance. Please pay the amount due prior to the Expiry Date, to enable us to arrange continuation of your insurance protection.

Details of Insurance Coverage

For this class of insurance, Master Builders arranges cover exclusively through AAI Ltd T/As Vero Insurance - A Suncorp Company, as they provide a good balance of policy cover, claims service and financial strength.

It is important that you review the content of our Invoice and any attachments, to ensure that all details and values are in accordance with your needs. Should any amendments be required, please let us know and we will make the necessary alterations.

Various payment options are now available and they are shown on the invoices and statement for you. We now have a new option which is called Pay By The Month (PBTM).

You can now arrange to pay invoices monthly via the PBTM website www.pbtm.com.au . Just log on to this site, use your unique Username and Password as shown on the remittance advice of the attached invoice and select the invoices you wish to be funded...it's that easy!

We look forward to being of continued service to you and if you need any additional information, just give us a call and we will be pleased to assist.

Yours faithfully,


Steve Morris

Email: steve.morris@mbqld.com.au

Notes:

1. Any advice given is limited to the Policy Class nominated and does not constitute a full assessment for all of your other insurance needs.
2. Workers Compensation insurance (WorkCover) is not included in this policy.
3. We have provided General Advice in relation to this insurance. General Advice means we have not taken into account your specific needs, financial situation or objectives. Therefore you should consider the information we have provided in deciding whether this insurance is appropriate.

Handwritten: ANDREW

Handwritten: 0427
321
348

mu asu

The renewal of your Policy is attached and we ask that you check to ensure all details are correct and in accordance with your needs. Please pay within 14 days of the date of this invoice.

RK & B BATTEN
112 GAYNDAH ROAD
MARYBOROUGH WEST QLD 4650

TAX INVOICE
This document will be a tax invoice for GST when you make payment

Invoice Date: 21/11/2016
Invoice No: 322660
Our Reference: BATTENRK
Should you have any queries in relation to this account, please contact your Account Manager Steve Morris

Class of Policy: Business Pack Insurance
Insurer: AAI Ltd T/As Vero Insurance - A Suncorp Company Brisbane
The Insured: R & B BATTEN PTY LTD
ABN: 48 005 297 807

RENEWAL
Policy No: SMX016865762
Period of Cover:
From 5/12/2016
to 5/12/2017 at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

paid 5/12/16

YOUR DUTY OF DISCLOSURE

PLEASE READ IMPORTANT NOTICE OVERLEAF

Market leading insurance packages for Builders and Tradies Insurance by Master Builders, for Master Builders.

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee
\$1,226.11	\$0.00	\$0.00	\$131.36	\$121.39	\$87.50

TOTAL \$1,566.36

(A processing fee applies for Credit Card payments)

In the event of a refund for the cancellation or adjustment of a policy, we reserve the right to retain our remuneration being commission and administration fees.



Bill Code: 118851
Ref: 9130031811006435

Contact your financial institution to make this payment from your nominated account.



VISA & MASTERCARD
Visit www.masterbuilders.asn.au
A surcharge may apply.
Client Ref: 013181X Invoice Ref: 322660



BSB: 084456 Account: 139034771
Reference: 30031811006435



Post your cheque made payable to:
Master Builders Insurance Services
417 Wickham Tce.
Brisbane QLD 4000

Our Reference: BATTENRK
Invoice No: 322660

PBTM PAY MONTHLY

12 PAYMENTS OF \$147.44

View & Accept Online

Go to: www.pbtm.com.au
Username: BATTENRK
Password: 322660

- ✓ Free up capital
- ✓ Spread costs
- ✓ Aggregate your invoices

12 MONTHLY PAYMENTS OF \$147.44 or AMOUNT DUE \$1,566.36

Schedule of Insurance

Class of Policy: Business Pack Insurance	Policy No: SMX016865762
The Insured: R & B BATTEN PTY LTD	Invoice No: 322660
	Our Ref: BATTENRK

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=====
PRODUCT                Steadfast Business Insurance
=====

ISSUER                  AAI Limited ABN 48 005 297 807 Trading as Vero Insurance

POLICY WORDING REF     V6778 V4

POLICY NUMBER          SMX016865762

POLICYHOLDER          R & B BATTEN PTY LTD

POLICYHOLDER ADDRESS  363 ALICE STREET
                      MARYBOROUGH 4650

PERIOD OF INSURANCE   05/12/2016 to 05/12/2017 at 4:00pm

EFFECTIVE DATE        05/12/2016

THE BUSINESS           Swimming Pool Supplies Retail

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Cover has been provided on the basis of the following information which you have provided to us. Please check that the details are correct and advise us of any amendments.

- * You have advised us that no director(s), business partner(s) or owner(s) of the Business or other person(s) covered under this policy has had insurance cancelled in the last 5 years.
- * You have advised us that no director(s), business partner(s) or owner(s) of the Business or other person(s) covered under this policy has been refused insurance or had a policy declined in the last 5 years.
- * You have advised us that no director(s), business partner(s) or owner(s) of the Business or other person(s) covered under this policy have been convicted of a criminal offence (other than minor motor offences) in the last 5 years.
- * You have advised us that no director(s), business partner(s) or owner(s) of the Business or other person(s) covered under this policy has been declared bankrupt, or has been involved in a business that has been put into receivership or liquidation, in the last 5 years.

PRIOR CLAIMS

You have advised us that the business has had no more than 3 losses, nor losses totalling over \$5,000 in the last 3 years for those sections covered under this policy.

WHAT IS COVERED

PREMISES 363 ALICE STREET
MARYBOROUGH 4650

WHAT YOU HAVE TOLD US

You have advised us that the construction of your building is:
Brick/Concrete/Non-Combustible Walls WITHOUT Sprinklers

You have advised us that the security of your building consists of:
Deadlocks / Swipe Cards with Back to Base (Secured) Line

You have advised us that the location is:

Schedule of Insurance

Class of Policy: Business Pack Insurance
The Insured: R & B BATTEN PTY LTD

Policy No: SMX016865762
Invoice No: 322660
Our Ref: BATTENRK

Handwritten number: 1300 131326

Main Street

FIRE & DEFINED EVENTS
=====

Table with 2 columns: Description, INSURED AMOUNT. Row 1: Building, \$ 229,505. Row 2: EXCESS, \$ 250.

You will have to pay the following excess if it applies to your claim

Earthquake \$20,000 or 1% of the property insured amount whichever is lesser

Handwritten signature/initials

The following cover(s) applies across the policy for all premises:
=====

LEGAL LIABILITY
=====

Table with 2 columns: Description, INSURED AMOUNT. Rows include Public Liability (\$10,000,000), Pollution (\$10,000,000), Property in Care, Custody and Control (\$250,000), Products Liability (\$10,000,000). Includes an EXCESS column with values of \$250 for various categories.

Handwritten signature/initials

DUTY OF DISCLOSURE
=====

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms.

Handwritten mark

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- * that diminishes the risk to be undertaken by the insurer;
* that is common knowledge;
* that your insurer knows or, in the ordinary course of their business, ought to know;
* as to which compliance with your duty is waived by the insurer.

Handwritten signature/initials

NON-DISCLOSURE
=====

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Customer Service Centres
 77 Tavistock St, Torquay
 431-433 Kent St, Maryborough
 Forgan Tee, Tiaro

Postal address
 PO Box 1943
 Hervey Bay Qld 4655

General enquiries
 Ph: 1300 79 49 29
 Fax: (07) 4197 4455
 www.frasercoast.qld.gov.au

Payment hours from
 8.15am - 4.30pm
 Monday to Friday



134908/A/029599 D-002
**ROBERT K BATTEN &
 BOBBIE BATTEN**
 112 GAYNDAH ROAD
 MARYBOROUGH WEST QLD 4650

Property No 241936
Net Payable \$3228.43
Rating Period 01/07/2016 - 30/06/2017
Date of Issue 15 August 2016
Discount Due Date 29 September 2016

Valuation : \$177500
Property Description : Lot 3 RP 3500
Property Location : 363 ALICE STREET MARYBOROUGH QLD 4650

Council Rates & Charges

General Rate**	\$177500 @ 1.4541/\$ Category10	2581.03
Disaster Management Levy	@ \$11.00	11.00
Standard 240lt Waste Service - c	or Min\$290.00ea unit	363.00
Infrastructure Levy	@ \$75.00	75.00

TOTAL COUNCIL RATES & CHARGES 3030.03

Discount \$294.40 CR if received by 29 September 2016

NET COUNCIL CHARGES PAYABLE - If paid by 29 September 2016 2735.63

** Note: Any increase in Council rates and charges by more than 1% is a result of DNRM land valuation changes

State Government Charges

State Gov Emergency, Fire & Rescue Levy Grp 3 @ \$492.80 492.80

Handwritten: Paid 28.9.16

OPENING BALANCE (as at 04/08/2016) \$0.00
TOTAL PAYABLE \$3522.83

NET PAYABLE Discount Date 29 September 2016 **\$3228.43**

* Discount only applies if there are no "overdue rates". To be eligible for discount Net Payable must be received by the date shown and a Post-Mark date will not be accepted.

The opening balance of this notice is as at the 04/08/2016 and will not show any payments made after this date. Please deduct any payments made after 04/08/2016 from the Net Payable on your notice. **TO PAY BY CREDIT CARD**, call 1300 361 496 (payment by Visa or MasterCard for amounts \$5,000 or greater will incur a 0.5% processing fee).

Yes, I'd like to arrange Direct Debit

NEW AMENDMENT CANCEL Start date / /

HOLD from / / to resume / /

Name

Address of property for rate payment

Telephone number

Amount to debit \$

I choose the following Direct Debit option:

1. Weekly - with payments being deducted on _____ each week
2. Fortnightly - with payments being deducted on the _____ of each fortnight
3. Monthly - with payments being deducted on the _____ (1st-28th) day of each month
4. Full amount owing

My bank account details

Full name on account

BSB

Account #

Bank Name

Branch

I/We authorise Fraser Coast Regional Council to debit my/our financial account and agree to the terms and conditions.

Signature 1

Signature 2

Please return this form to
 Fraser Coast Regional Council
 Direct Debits, PO Box 1943, Hervey Bay Q 4655

For full terms and conditions, please refer to our website www.frasercoast.qld.gov.au

OFFICE USE ONLY	Processed by initials		Date		Property Number	
	Verified by		Date		241936	

Issued by Fraser Coast Regional Council
WATER AND SEWERAGE USAGE AND ACCESS CHARGES



† 1300 79 49 29
 PO Box 1943
 Hervey Bay Qld 4655
 www.frasercoast.qld.gov.au



135841/A/014760 D-002
**ROBERT K BATTEN &
 BOBBIE BATTEN**
 112 GAYNDAH ROAD
 MARYBOROUGH WEST QLD 4650

Property No 241936 Wide Bay Water
 Issue Date 07/11/2016 is a commercialised
 Discount Date 07/12/2016 business unit of
 Due Date 07/12/2016 Fraser Coast
 Regional Council

PROPERTY LOCATION : 363 ALICE STREET MARYBOROUGH QLD 4650
 PROPERTY DESCRIPTION : Lot 3 RP 3500

1ST RATING PERIOD 01/07/16 – 31/10/16
 2ND RATING PERIOD 01/11/16 – 28/02/17
 3RD RATING PERIOD 01/03/17 – 30/06/17

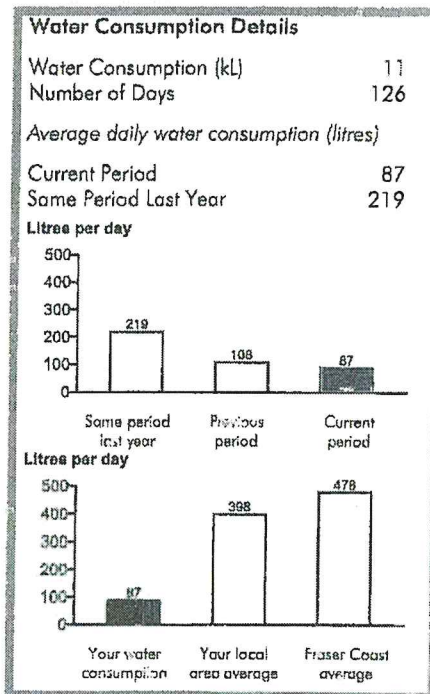
CURRENT RATING PERIOD 01/07/16 -31/10/16

WATER USAGE - YOUR METER READINGS

Meter No.	Previous read	kL	Current read	kL	Usage
06W1010675	04/05/2016	695	07/09/2016	706	11kL

CHARGES

WATER CONSUMPTION CHARGE	11kL @ \$1.71 per kL	\$18.81
WATER CHARGE - COMMERCIAL	1 Chg/s @1/3of \$490.00	\$163.33
SEWERAGE CHARGE COMMERCIAL	1 Peds @1/3of \$767.00	\$255.66
TOTAL CURRENT CHARGES		\$437.80



OPENING BALANCE (as at 27/10/2016) \$0.00
 TOTAL RATES AND CHARGES DUE \$437.80

DISCOUNT \$32.84 CR IF RECEIVED BY 07/12/2016 NET PAYABLE \$404.96

Discount only applies if there are no Overdue Rates.
 To be eligible for discount Net Payable must be received by the date shown as a Post Mark date will not be accepted.

Charges previously levied not yet due at the time of this notice. \$0.00



Billers Code: 6395
 Ref: 236315



Billpay Code: 0425
 Ref : 236315

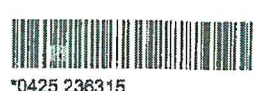
Direct Debit: Contact Council to set up payments from your nominated financial Institution

Property No: 241936

RATES PAYMENT CARD

ROBERT K BATTEN &
 BOBBIE BATTEN
 112 GAYNDAH ROAD MARYBOROUGH WEST QLD 4650
 Lot 3 RP 3500

Accepted at all Council Customer Service Centres and Australia Post



*0425 236315

The opening balance of this notice is as at the 27/10/2016 and will not show any payments made after this date.

Please deduct any payments made after 27/10/2016 from the Net Payable on your notice.

TO PAY BY CREDIT CARD: Call 1300 361 496 (payment by Visa or MasterCard for amounts \$5,000 or greater will incur a 0.5% processing fee)

Electronic Notice - the electronic delivery of rate and water notices by Fraser Coast Regional Council is available, to register email your details to enquiry@frasercoast.qld.gov.au or telephone on 1300 79 49 29 to request delivery of notice via email.

Direct Debit - Payments can be made weekly, fortnightly or monthly or on the due date from your nominated bank account. Forms are available www.frasercoast.qld.gov.au or in person at a Council Office.