

Dealing Number



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1. Lessor URBAN DEVELOPMENT CORPORATION PTY LTD ACN 141 868 082	Lodger (Name, address, E-mail & phone number) PROPERTY SOLUTIONS PO BOX 634 HAMILTON QLD 4007 INFO@PROPSOL.COM.AU	Lodger Code 2416
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2. Lot on Plan Description LOT 17 ON SP 292894	Title Reference 51125758
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3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	ONE NATION QUEENSLAND DIVISION INC ABN 53 975 273 862	

4. Interest being leased
Fee Simple

5. Description of premises being leased
The whole of the lot specified in Item 2.

6. Term of lease Commencement date: 01 / 08 / 2019 Expiry date: 31 / 07 / 2022 and/or Event: #Options: 3 years *Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See Form 20 Schedule
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8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; ~~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]..... Signature
RANDOLPH DENNIS JONES..... full

URBAN DEVELOPMENT CORPORATION PTY LTD
ACN 141 868 082 BY ITS ATTORNEY MICHAEL
HERBERT ROGERS UNDER REGISTERED POWER
OF ATTORNEY NO. 716 710 267

C. Dec N°652.....qualification
Witnessing Officer

29/9/19 Execution Date *[Signature]* Michael Herbert Rogers
Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of 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.

N. Symes..... Signature
Neil Symes..... full name

ONE NATION QUEENSLAND DIVISION INC.
ABN 53 975 273 862

JP QLO(qual).....qualification
Witnessing Officer

[Signature] President
[Signature] Secretary
24/7/2019 Execution Date
Lessee's Signature

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



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A Basic obligations

1 The lease

The landlord leases to the tenant the Premises described in item 1 in Schedule 1 for the period stated in item 2 in Schedule 1 subject to any encumbrances to which the Land is subject.

2 The tenant's right to be free from interference

The tenant is entitled to quiet enjoyment of the Premises. The tenant may occupy and use the Premises free from interruption or interference by the landlord or anyone who claims through the landlord. However, the landlord reserves the right to do anything the landlord believes necessary or desirable in relation to any of the following:

- maintaining the Building.
- providing, maintaining, repairing or replacing any Services to any part of the Building.
- complying with any Law or legal requirement.
- using the exterior of the Premises for signs.
- creating any easement or other right through or around the Premises.
- subdividing the Land, the Premises or the Building.

2.1 The landlord may enter the Premises at any reasonable time in order to exercise these rights.

2.2 Except in an emergency, the landlord must give the tenant reasonable notice before exercising it. The landlord must exercise it at a reasonable time and in a way which minimises any interference with the tenant's occupation and use of the Premises.

3 The tenant's duty to pay rent

The tenant must pay the landlord the Base rent stated in item 3 in Schedule 1. The landlord is entitled to review the Base rent on the rent review dates and in the manner stated in item 3 in Schedule 1 in accordance with Schedule 2.

3.1 The tenant must pay the Base rent monthly in advance on the first day of each month.

3.2 If the Lease does not begin on the first day of a month, the tenant must pay the pro rata proportion of the Base rent for the period at the beginning and end of the Lease that is less than a month.

3.3 If required by the landlord the tenant must make all payments by direct debit or electronic funds transfer to the account nominated by the landlord.

4 Intentionally Deleted

B Other payments to be made

5 Rates and taxes

5.1 The Tenant must pay all Rates and Taxes which are assessed directly against the tenant or the Premises or in respect of the conduct of the tenant's business in the Premises by the due date for

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payment. At the beginning and end of the Lease, the tenant must pay the daily pro rata proportion of the Rates and Taxes for any period that is less than the full rate or tax period. The tenant must give the landlord copies of assessments and receipts if the landlord asks for them.

- 5.2 If any Rates and Taxes are not assessed directly against the tenant or the Premises, they will be included in the Operating costs which the tenant must contribute to.

6 Services charges

- 6.1 The tenant must pay for any Services that are used on or supplied to the Premises, including gas, water, electricity (including consumed in operating the Air conditioning equipment and any ambulance levies) and telecommunications. If the Services are charged directly to the tenant by any Authority, the tenant must pay them on time. If the Services are charged to the tenant by the landlord, the tenant must pay the landlord within 14 days of being notified of the amount due.

- 6.2 The tenant must arrange connection of the Services in its name.

7 Intentionally Deleted

8 The landlord's operating costs

The tenant must pay to the landlord the tenant's share of the Operating costs. The tenant's share at the commencement of the lease is set out in item 4 in Schedule 1.

- 7.1 Before that start of each Financial year, the landlord may give the tenant a written estimate of those costs for the Financial year. The tenant must pay the landlord its share of that estimate by monthly instalments in advance on the dates for payment of Base rent. The landlord may revise its estimate at any time and may adjust the monthly instalments accordingly.
- 7.2 As soon as practicable after the end of each Financial year, the landlord will give the tenant details of the landlord's actual Operating costs. The tenant must pay any shortfall between what has been paid and what is due on the balance of the landlord's actual Operating costs. If the tenant has overpaid, the landlord must pay the tenant the amount overpaid, or credit it against the tenant's next payment.
- 7.3 A statement signed by the landlord as to:
- the Lettable area of the Building; or
 - any estimate of costs payable by the tenant under this clause,
- is prima facie evidence of such matter.
- 7.4 Where an item of Operating costs relates to a period which is not completely within the Financial year, the amount of the item of the Operating cost attributable to the Financial year is a proportion which the number of days in the period to which the item relates, and which are within the Financial year, bears to the number of days in the period to which the item relates.
- 7.5 Operating costs for any Financial year are regarded as accruing on a day to day basis in equal increments during the Financial year irrespective of when paid, or incurred.
- 7.6 For the purposes of Regulation 342F of the Electricity Regulation 1994 (Qld), the landlord advises that:

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- the common area electricity consumption is separately metered; and
- the tenant is required to pay the tenant's share of the common area electricity consumption as part of the tenant's share of the Operating costs in clause 7 of this Lease.

9 Intentionally deleted

10 The tenant's security deposit or bank guarantee

When the tenant signs this Lease, the tenant must deposit with the landlord, as a security for the performance of the tenant's obligations, the amount specified in item 6 in Schedule 1. Alternatively, the tenant must give the landlord a bank guarantee for that amount. The guarantee must be on usual terms satisfactory to the landlord in its absolute discretion. It must be assignable by the landlord and must not have an expiry date. The landlord may appropriate any part of the amount, or call on the bank guarantee, as payment of any amount that is overdue or towards damages or losses caused by any breach of this Lease by the tenant. This includes any additional amount equal to GST applying in respect of any call on the bank guarantee or demand made by the landlord in respect of the amount comprising the security deposit.

- 10.1 The tenant must increase proportionally the amount of the tenant's security deposit or bank guarantee when the Base rent increases at the commencement of any period of extension.
- 10.2 The tenant must replace any part of the security deposit or bank guarantee that the landlord uses in accordance with this Lease.
- 10.3 If the landlord sells the Building, the tenant must arrange at the landlord's cost, for the bank guarantee to be reissued in the name of the new owner, or arrange for the new owner to be given another bank guarantee for the appropriate amount.

11 Rent deposit

11.1 Definitions

In this clause 11.1:

Rent Deposit means an amount equal to one (1) months Base rent plus GST.

- 11.2 At the time of signing this Lease the tenant must deposit with the landlord the Rent Deposit by way of a bank cheque or cash deposit.
- 11.3 The Rent Deposit will be applied against the first month Base rent payable under the Lease.

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12 GST

- 12.1 Words and expressions used in this clause have the meanings assigned to them in the GST legislation.
- 12.2 Unless otherwise stated, the price payable by a party under this Lease for a supply does not include GST.
- 12.3 If a party makes a taxable supply to the other party under this Lease the recipient of the taxable supply must pay (at the same time and in the same manner as the price is due to be paid) the amount of any GST payable in respect of the taxable supply. If the price for a supply is expressed to include GST, no additional GST shall be payable by a party in respect of that supply.
- 12.4 If this Lease requires any party to reimburse another party for an acquisition, the amount required to be reimbursed will be the amount paid or payable by that party for the acquisition (exclusive of any GST payable in respect of that acquisition), plus any GST payable under this clause.
- A party shall have reciprocal rights in respect of any acquisitions the other party makes and for which a party is required to reimburse another party.
- If a party is entitled to an input tax credit for an acquisition for which it will be reimbursed by another party, the amount of the reimbursement shall be reduced by the extent of that input tax credit entitlement.
- 12.5 If a party is required under this Lease to pay the other party's costs or expenses for doing something, or to indemnify the other party in respect of anything, the party must also pay any GST payable on those costs, expenses or things.
- 12.6 A party's right to payment is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply. The party liable to pay for the taxable supply shall not be obliged to pay any GST until it has received a valid tax invoice.

If a price is expressed to include GST, the party that makes the supply must deliver a valid tax invoice to the party that is liable to pay for the supply on or before the date on which the price is due to be paid.

- 12.7 If the value of a taxable supply under this Lease changes after the recipient of the supply has paid GST on that supply, the supplier must, within 14 days after it becomes aware of the change, give the recipient of the taxable supply an adjustment note.
- If the adjustment reduces the amount of GST payable by the recipient of the supply to the supplier, the supplier must refund the overpaid GST to the recipient of the supply when it gives the adjustment note to the recipient.
- If the adjustment increases the amount of GST payable by the recipient of the supply to the supplier, the recipient of the supply must pay the additional GST to the supplier within 14 days after it has received the adjustment note.

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- 12.8 If a party incurs penalties or interest as a result of late payment of GST where that late payment is caused solely by the failure of the recipient of the supply to comply with this clause, the recipient of the supply must pay to the supplier on demand the amount of any penalties and interest.

C Premises

13 The tenant's right to have access to premises

The tenant may have access to the Premises at all times.

14 Use of common areas

The Common areas are under the control of the landlord and/or the Body corporate and the tenant must comply with the landlord's and/or the Body corporate's directions regarding the tenant's use of the Common areas. Subject to this Lease, the tenant may use the Common areas for the purposes for which they were intended in accordance with the Body Corporate Act and the By-laws.

14.1 The landlord may:

- licence others, exclusively or in common, to use any part of the Common areas.
- close the Common areas or any part of the Common areas for as long as the landlord reasonably considers necessary if, except in emergencies, the landlord takes reasonable steps to minimise interference with the tenant's business.
- regulate access to any part of the Common areas designated as a delivery or pick up area.
- install and use a public address system within the Common areas.
- reasonably change the direction or flow of pedestrian traffic into, out of or through the Building.
- reasonably permit functions, displays or other activities within the Building.

15 The tenant's right to use services

The tenant is entitled to use the Services that are supplied to the Premises and the Common areas. However, the tenant must not interfere with them. The landlord will do the landlord's Best, through maintenance contracts, to keep the Services existing as at the start of this Lease operating during the Building trading hours. However, the landlord is not responsible in any way if the services fail or are inadequate.

If the tenant wants the landlord to provide any Services outside the Building trading hours, the tenant must ask the landlord. The landlord shall be under no obligation to provide Services outside the Building trading hours, however if provided, the tenant must pay separately for them.

16 Purpose of use of premises

The tenant must use the Premises for the purpose stated in item 7 in Schedule 1. The tenant must not use them for any other purpose.

- 16.1 The landlord makes no promise or representation that the Premises are fit for that purpose. The tenant must do everything necessary for the tenant to use them lawfully.

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16.2 The tenant acknowledges that the landlord is under no obligation to enforce any right to the landlord under any other lease or tenancy agreement with another tenant of the Building and the landlord will not be responsible or liable to the tenant for any loss or damage howsoever caused arising out of the landlord's failure to enforce any rights of the landlord under any other lease or tenancy agreement with another tenant of the Building.

16.3 The landlord makes no promise or representation that there will be no other business in the Building that is similar to the tenants.

17 Intentionally deleted

18 Conduct of the business and advertising

The tenant must conduct the tenant's business on the Premises in accordance with best practice for that type of business. The tenant must not do anything to or on the Premises, or allow anything to be done to or on the Premises which, in the landlord's reasonable opinion:

- Detracts from their appearance or value;
- might detract from the value of the Building or the income derived from it;
- is dangerous to people or property;
- overloads any part of the Premises or any of the Services;
- interferes with anyone's use or enjoyment of the Building or any other property;
- is unlawful.

18.1 The tenant must get the landlord's consent before using any picture or likeness of the Building or the Premises for an advertisement (except as the tenant's address or place of business). The tenant must not use any logo, design, mark or other advertising material adopted by the landlord in respect of the Building without first obtaining the landlord's consent which may be granted, granted with conditions or withheld, at the landlord's absolute discretion.

18.2 If the tenant wishes to incorporate as part of its trading name the name or part of a name by which the Building is known then the tenant must obtain the landlord's consent. If the landlord grants its consent the tenant must hand to the landlord a duly completed and executed notice of cessation of business name in the form prescribed by the regulations governing the use of that name. If the tenant is a company and the tenant wishes to incorporate the name or part of the name by which the Building is known, the tenant must deliver to the landlord a duly completed and executed document necessary to change the name of the company to a name other than that incorporating the name of the Building. The tenant authorises the landlord to lodge those documents with the appropriate authority on termination of this Lease. The costs for lodging those documents with the appropriate authority will be paid by the tenant.

19 Tenant must comply with Building's rules and By-laws

The tenant acknowledges that it has reviewed the CMS and applicable By-laws. The tenant must comply with the CMS, the Building's rules and the By-laws. The tenant must also comply with all lawful directions and notices issued by or on behalf of the Body corporate and any orders made under the Body Corporate Act. The

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landlord will give a copy of any changes to By-laws to the tenant. If the tenant breaches the Building's rules or the By-laws, the tenant will be in breach of the terms of this Lease. The landlord is not liable to the tenant if the By-laws are not enforced by the Body corporate or if the Building's rules are not enforced by any other landlord.

20 Storage of chemical and hazardous things

The tenant must not store any chemical or hazardous thing on the Premises except to the extent that it is necessary for the conduct of the type of business stated in item 7 in Schedule 1. Any such chemical or hazardous thing must be stored and used only whilst taking all necessary safety precautions and otherwise in compliance with all Laws or requirements of any Authority and the requirements of the landlord's insurer in respect of the use and storage of such substances.

21 The tenant's duty in relation to events and risk

The tenant must immediately tell the landlord in writing if any damage or injury is caused by the condition of the Premises, or if the tenant becomes aware of anything that may be dangerous to people or property. The tenant must do everything reasonable to remove the danger.

22 The tenant's duties in relation to infectious disease

The tenant must immediately tell the landlord, and the relevant Authority, in writing if the tenant becomes aware that an infectious disease is or has been on the Premises. If the disease results from anything the tenant has done or not done, the tenant must do everything necessary to remove the cause, to the landlord's satisfaction and that of the Authority. If the landlord or the Body corporate has to do anything to remove the cause from the rest of the Building, the tenant must reimburse the landlord or the body corporate for the cost that the landlord or the Body corporate incurs for doing so.

23 The tenant's duty to maintain premises etc

The tenant must during the period of this Lease keep and maintain the Premises and the Landlord's property in the Premises in Good repair to the landlord's reasonable satisfaction. This includes but is not limited to:

- repair or replacement of all broken, cracked or damaged glass in the Premises;
- repair or replacement of power points, switches, light bulbs, tubes, starters and electrical wiring in the Premises;
- repair and keep in proper working order and free from blockage all drains, water pipes, sewerage pipes, toilets and sinks in the Premises.

23.1 The obligations of the tenant under this clause 23 exclude:

- fair wear and tear;
- structural damage not caused by the tenant or the tenant's employees, agents, contractors or invitees; or
- any other damage that is not caused by the tenant or the tenant's employees, agents, contractors or invitees and against which the landlord is required to insure under this Lease.

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24 The tenant's duty in relation to the tenant's property

The tenant must repair or replace any part of the Tenant's property which wears out or becomes dilapidated. If the tenant replaces anything, it must be with something of equivalent quality to the original.

25 The tenant's duty to clean etc

The tenant must keep the Premises clean and free of vermin and insects. The tenant must also remove rubbish regularly, daily if required by the landlord, and make sure that none of the tenant's rubbish is left anywhere in the Building except at collection points the landlord or the Body corporate provides. The Tenant must, at its own expense, engage a cleaning contractor to carry out regular cleaning of the Premises.

26 Intentionally deleted

27 The tenant's duty to get consent for work

The tenant must get the landlord's and the Body corporate's written consent for any of the following:

- any work to the Premises including any structural work under clause 23.
- an application to an Authority for approval for any work to the Premises.
- contractors the tenant proposes to use to do any work to the Premises.

If the work affects the structure of any part of the Building or the Services to it, the landlord may refuse consent at its absolute discretion. In other cases, the landlord must not withhold consent unreasonably. The Body corporate may withhold its approval or grant its approval on such terms as it determines in its absolute discretion. The landlord may impose any or all of the conditions set out in clause 28.

28 Standard of Work

As a condition of consent, the landlord may require any or all of the following:

- the work is executed by qualified contractors approved by the landlord;
- the work is executed in a proper and workmanlike manner under the supervision of an architect or other consultant nominated by the landlord;
- the tenant pays all reasonable fees of the landlord's architect and other consultants for approving and supervising the work;
- all work is carried out at the tenant's expense;
- any contractor must have appropriate insurances to cover the risks associated with the work;
- the tenant assumes responsibility for and will continually indemnify the landlord in respect of any injury or damage to the Premises or to any person or property during or as a consequence of the work;
- an acknowledgment by the tenant that any work undertaken by the tenant will become the Tenant's property.

29 The tenant must give the landlord evidence of completion

When the work is complete, the tenant must give the landlord, at the tenant's expense:

- any certificate of compliance or statement of satisfactory completion that is required by an Authority;
- a certificate that the work has been carried out satisfactorily from a consultant the landlord approves;
- written confirmation from the Body corporate that the work has been carried out to its satisfaction.

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30 The tenant must pay the landlord's costs in relation to work

The tenant must pay for any costs the landlord reasonably incurs because of any of the following:

- The tenant asks for the landlord's permission to do work.
- Work by the tenant is not done properly.
- The landlord does work (to the Premises, the Building, any equipment in it, or any of its Services) because of work the tenant has done or proposes to do.

This includes any costs the Body corporate imposes on the landlord as a result of the work done by the tenant.

31 The tenant must comply with laws etc

The tenant must comply, at the tenant's own expense, with any Laws or other requirements that relate to the tenant's occupation or use of the Premises. This includes but is not limited to any Laws or other requirements that relate to:

- the Premises due to the number or sex of the tenant's employees or other persons working in or entering the Premises;
- the Landlord's property or the Tenant's property in the Premises;
- the Body Corporate Act and the By-laws;
- occupational health, safety and environmental matters.

The tenant must tell the landlord immediately the tenant becomes aware of any requirement of that type.

31.1 This does not apply in relation to structural work the landlord is responsible for, or to the installation of additional Services, unless they are required because of the tenant's particular use of the Premises.

31.2 If any notice or requirement from an Authority issues to the landlord, then the landlord will provide a copy of such notice or requirement to the tenant and the tenant must promptly comply with such notice or requirement at its own expense.

31.3 If the notice or requirement requires the carrying out of work then the tenant must apply for the landlord's consent, in accordance with this Lease.

32 The landlord's right to inspect premises

The landlord may inspect the Premises at any reasonable time. The landlord must give the tenant 7 days notice except in an emergency. The tenant must permit the Body corporate to exercise its rights of entry under the Body Corporate Act.

33 The landlord to repair and its right to maintain, extend and alter Building

The landlord is entitled to repair or maintain any part of the Building and to do any work to extend or alter the Building as the landlord thinks fit. This will include but will not be limited to:

- altering Common areas;
- altering Services to the Building;
- altering the flow of customer traffic to or from the Building or within the Building;
- altering the car parking on the Land or within the Building.

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33.1 However, the landlord is not entitled to do any work to extend or alter the Premises unless the landlord is required to do so by any Laws or this Lease allows the landlord to do so.

34 The landlord's duty to notify tenant and minimise disruption

The landlord must give the tenant reasonable notice of any repairs, maintenance, extension or alteration to the Building. The landlord must do everything reasonably practicable to minimise disruption to the tenant's use of the Premises.

35 The landlord's right to undertake refurbishment and construction works

In addition to the landlord's rights under clause 33, the tenant acknowledges that from the commencement of this Lease and for a reasonable period determined by the landlord, the landlord is entitled to undertake either by itself or through any contractor engaged by the landlord:

- any refurbishment and other construction works to the Building;
- any refurbishment and other construction works for or on behalf of other tenants of the Building.

35.1 The landlord must in exercising its rights under this clause 35 do everything reasonably practical in the circumstances to minimise disruption to the tenant's use of the Premises.

35.2 The tenant:

- acknowledges that the landlord is not liable to the tenant for any loss, damage or expense arising from work undertaken by the landlord or its contractors under this clause 35; and
- will not object, claim compensation or an abatement of rent or seek injunctive relief as a result of works undertaken by the landlord or its contractors under this clause 35 even if they interfere with its quiet enjoyment of the Premises provided disruption to the tenant's business is minimised as reasonably practicable.

36 Signage

The tenant must obtain the landlord's and the Body corporate's consent in relation to the erection of any signs on the exterior of the Premises. The landlord's consent will not be unreasonably withheld. However the Body corporate may withhold or grant its consent on such terms as it determines in its absolute discretion.

36.1 Any signs which are erected with the consent of the landlord and the Body corporate must:

- be of a quality and standard in conformity with the Premises and the Building.
- comply with all Laws and the By-laws.
- be erected and maintained at the cost of the tenant.
- comply with the terms of any Signage package prepared by the landlord or the Body corporate in respect of the Building.

36.2 At the end of the period of this Lease the tenant must remove all of its exterior signs and restore the exterior surface of the Premises and any Services to the same condition immediately prior to the time when the tenant erected the sign. If the tenant does not remove the signs and restore the exterior surface of the Premises and any other Services which may be affected then the landlord may do so at the cost of the tenant.

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- 36.3 The tenant acknowledges that the landlord and the Body corporate may permit other tenants of the Building to erect signs in the Building.

D Liability, insurance and indemnity

37 Exclusion of liability

The landlord is not liable for any damage or loss to any property, or injury to any person, no matter how it happens, except to the extent that the landlord or someone the landlord is responsible for causes that damage, loss or injury intentionally or negligently.

38 The tenant's duty to arrange insurance

- 38.1 The tenant must arrange and maintain insurance on usual terms with an insurer authorised under the Insurance Act 1973 against each of the following:
- 38.1.1 public liability, including liability to indemnify the landlord against liability under clause 42.
 - 38.1.2 damage to, and loss of, internal glass, plate glass, doors, display cases, fittings, chattels, the Landlord's property and the Tenant's property, that are on or in the Premises.

39 Details of insurance cover

The public liability insurance must be for at least \$20 million or a higher amount the landlord reasonably requires. The insurance against damage or loss must be for at least the insurable value of the relevant property. It must not exclude cover against malicious acts by third parties.

- 39.1 The insurance must commence from the beginning of the Lease. The tenant must maintain it for the period of the Lease and any additional period during which the tenant occupies or uses the Premises.
- 39.2 The tenant must give the landlord a copy of any policy, certificate of currency or receipt the landlord asks for in relation to insurance the tenant is required to arrange and maintain.
- 39.3 The insurance must be in the name of the tenant and note the interests of the landlord and any mortgagee of the Land.
- 39.4 The insurance must contain a condition in favour of the landlord that the insurance cannot be cancelled by the insurer or its terms or conditions or the cover provided under the insurance materially altered, except after the insurer has given to the landlord not less than 14 days prior written notice of its intention relating to any of those matters.

40 The landlord's duty to insure

The landlord must make sure that the Building is kept insured on usual terms with an insurer authorised under the Insurance Act 1973. The insurance must incorporate full reinstatement cover. The cost of the insurances will be included in the Operating costs.

41 The tenant's other obligations in relation to insurance

The tenant must not do or fail to do anything, or allow anything to be done or not done:

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- which might increase the cost of any insurance the tenant or the landlord arranges; or
- which might affect the tenant's, the landlord's or the Body corporate's right to make a claim under any insurance the tenant, the landlord or the Body corporate arranges.

41.1 The tenant must pay the landlord for any increase in the cost of any insurance the landlord arranges which results from anything the tenant does or fails to do, or allows to be done or not done.

42 Indemnity

The tenant must continually indemnify the landlord against any liability, loss, damage or expense arising from any of the following:

- the tenant's occupation or use of the Premises.
- something the tenant does or fails to do, or someone the tenant is responsible for does or fails to do.
- something anyone else, including a trespasser, does while on the Premises.
- anything entering, leaving or affecting the Premises.

However, the tenant does not have to indemnify the landlord to the extent that the landlord, or the landlord's employees, agents or contractors, contributed to the liability, loss, damage or expense by a negligent or intentional act or omission.

E Damage and repairs

43 The tenant's responsibilities

To the extent allowed by law:

- the tenant is responsible for any damage which the tenant or its employees, agents or contractors cause to the Premises, the Building or the Landlord's property.
- the tenant is also responsible for any damage caused to the Premises or the Landlord's property by anyone else except the landlord, or the landlord's employees, agents or contractors.

The tenant must fix the damage promptly.

44 The landlord's responsibilities

The landlord will:

- do its Best to ensure that the Body corporate repairs structural damage to the Premises, except damage the tenant is responsible for under the previous clause.
- repair damage caused by the landlord or by the landlord's employees, agents or contractors.

45 The landlord's duty to fix damage

The landlord must repair damage that the landlord is responsible for under the previous clause unless the landlord reasonably believes it is impracticable or undesirable to do so.

46 Effect of major damage on lease

If the Premises or the Building are damaged to such an extent that the tenant is completely unable to use the Premises or to get access to them, the landlord must notify the tenant in writing within a reasonable time of what the landlord intends to do.

46.1 If the landlord is responsible for the damage under clause 44 the following rules apply:

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- If the landlord notifies the tenant that the landlord does not intend to repair the damage, the Lease ends on the day the landlord states in the notice. It must be at least 30 days after the date the landlord gives the tenant the notice.
- If the landlord doesn't give the tenant the notice within 3 months of the damage occurring, or if the landlord notifies the tenant that the landlord intends to repair the damage but fails to commence to repair the damage within 3 months of the date of the notice or complete the work within a reasonable time after it has commenced, the tenant may give to the landlord a notice requiring the landlord to promptly repair the damage. If the landlord has not commenced to repair the damage within 2 months or complete the work within a reasonable time of the tenant's notice the tenant may end the Lease by giving the landlord at least 30 day's written notice.

46.2 If the landlord is not responsible for the damage under clause 44, and it is apparent that the tenant will be completely unable to use the Premises for at least 6 months, either the landlord or the tenant may end this Lease by giving the other 30 day's written notice.

However, the tenant is not entitled to end this Lease if the landlord is unable to recover from its insurer because of something the tenant, or someone the tenant is responsible for, did or failed to do.

47 Effect of major damage on rent

If the Premises or the Building are damaged in such a way that the tenant is completely unable to use the Premises or to get access to them, the tenant does not have to pay Base rent until the tenant is able to use the Premises again. However, this does not apply if:

- the tenant is responsible for the damage under clause 43; or
- the landlord loses the benefit of the landlord's insurance because of something the tenant or someone the tenant is responsible for did or failed to do.

47.1 The tenant will have to pay a proportion of the Base rent if, despite damage to the Building or the Premises, the tenant is able to use the Premises to some extent. The landlord will set the proportion according to the effect the damage has on the tenant's ability to use the Premises.

48 Dispute about application of previous clause

If a dispute arises in relation to the application of the previous clause, a member of the Australian Property Institute Inc (Queensland Division) (or its successor), chosen by the President of the State or Territory Division, will decide it. He or she will do so as an expert, not as an arbitrator. Either the landlord or the tenant may ask the President to choose a member.

48.1 The tenant and the landlord must pay their own costs, and pay half each of the cost of the member.

48.2 Until the dispute is resolved, the tenant must continue to pay the proportion of Base rent the landlord has set.

F Extension etc and ending of the lease

49 The tenant's right to an extension

The tenant only has the right to extend this Lease if an extension period is stated in item 9 in Schedule 1. But the tenant does not have the right to extend this Lease if any of the following applies:

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- The landlord has given the tenant notice of a breach and the tenant is still in breach when the tenant gives the landlord the extension notice or when this Lease ends.
- The tenant has been frequently in breach during the period of the Lease and the landlord has frequently given the tenant notice of breaches.
- The Lease has been terminated.

To exercise the right, the tenant must give the landlord notice in writing between 6 and 3 months before this Lease is due to end.

50 Terms applicable to extension

The extension will be for the period stated in item 9 in Schedule 1. The extension of the Lease will be on the same conditions as this Lease. However:

- the extension will commence on the day after this Lease ends.
- the rent for the first year of the extension will be calculated in the way set out in item 10 in Schedule 1. The rent for the second and subsequent years of the extension will be calculated in accordance with the method of review set out in item 3 in Schedule 1.
- a guarantee must be executed by any guarantors the landlord reasonably requires.
- the extension will not include any further right of extension (except any right stated in item 9 in Schedule 1).
- if item 9 in Schedule 1 creates a right to more than one extension, the extension will not include any right previously exercised by the tenant.
- Clause 4 of this Lease will be deleted, and no Rent concession is applicable to any option term.
- No Rent deposit under clause 11 will be payable for any option term.

51 Occupying the premises after the end of the lease period

If the tenant wants to continue to occupy and use the Premises beyond the period of the Lease without extending it or entering into a new lease, the tenant must get the landlord's written permission. The landlord may give permission subject to conditions. If the landlord gives permission, the tenant will continue to occupy and use the Premises on the following basis.

- The tenant will be a monthly tenant.
- The conditions in this Lease continue to apply (including the ability to increase the rent) with any necessary changes.
- Either the landlord or the tenant may end the tenancy at any time by giving the other 1 months written notice expiring at any time.

52 The landlord's entitlement to end the lease early

The landlord may end this Lease if any of the following occurs.

- The tenant or a guarantor breaches an obligation under this Lease.
- The tenant or a guarantor becomes bankrupt.
- The tenant or a guarantor becomes unable to pay the tenant's or the guarantor's debts within the meaning of the Corporations Act.
- The tenant or a guarantor stops paying creditors generally.

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- The tenant or a guarantor has a receiver or manager appointed in respect of the tenant's or guarantor's business or any of the tenant's or guarantor's assets.
- The tenant or a guarantor enters into any form of arrangement for the benefit of the tenant's or guarantor's creditors.
- The tenant or a guarantor goes into liquidation or administration.
- An order is made for the tenant or a guarantor to be wound up, or a resolution to that effect is passed. This does not apply if the purpose is for reconstruction or amalgamation, and the tenant has the landlord's written consent. The landlord will not withhold consent unreasonably.

52.1 Before the landlord exercises the landlord's rights to end the Lease, the landlord must give the tenant any notice required by any Laws.

52.2 The landlord ends this Lease by either giving notice to the tenant or re-entering the Premises.

53 The tenant's duties when the lease ends or is ended

When the Lease is terminated or ends, and the tenant has not obtained the landlord's written permission to continue to occupy and use the Premises, the tenant must by the expiry date, leave the Premises, hand over any keys and other security devices, and allow the landlord to take over the Premises and the Landlord's property in them.

53.1 Prior to the expiry date, the tenant must remove the Tenant's property (including all partitions, alterations and remove any signs and lettering) and any of the Landlord's property that the landlord directs the tenant to remove from the Premises and put the Premises and the services to them back in the state they were in before the tenant or any preceding tenant of the Premises installed anything or carried out any work under this Lease.

53.2 The tenant must repair any damage to the Building caused by the tenant, or by an employee, agent or contractor of the tenant, in removing the Tenant's property or Landlord's property or putting the Premises and the Services back in the state they were in at the commencement of the tenant's or preceding tenant's occupation of the Premises under this Lease.

53.3 The tenant must leave the Premises in at least the condition the tenant was required to maintain them in during the Lease, allowing for fair wear and tear.

53.4 If the tenant fails to make good, the landlord may make good at the cost of and as the agent of the tenant. The tenant must reimburse the landlord for any cost the landlord incurs because the tenant fails to do something the tenant is required to do.

53.5 The landlord may treat as the landlord's own any property the tenant leaves behind and may seek costs for removal and proper disposal of the forfeited property from the tenant.

53.6 The tenant shall pay to the landlord an occupation fee equal to the periodical rent due at the termination or expiry of the Lease from the date of the termination or expiry of the Lease until the Premises are restored in accordance with clause 53, that fee to be calculated at a daily rate. The payment of such an occupation fee shall not constitute an extension or renewal of this Lease nor create the relationship of landlord and tenant so as to invoke clause 51.

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54 The landlord's duty in relation to security deposit and bank guarantee

The landlord must return the bank guarantee, or what is left of the security deposit, when it is clear that there are no more actual or contingent liabilities being guaranteed.

G Assignment and change in control

55 Assignment etc of lease

The tenant must not Deal with the Lease or any part of the Premises in any way without the landlord's written consent. The landlord will not withhold consent to an assignment unreasonably if the following conditions are satisfied.

- 55.1 The tenant is not in breach of the Lease.
- 55.2 The person the tenant wishes to assign or sublet to is financially secure and in the landlord's opinion (having regard to the financial information provided by the assignee) is able to run the proposed business properly.
- 55.3 That person signs an agreement to comply with this Lease, and both that person and the tenant sign any other documents the landlord reasonably requires. That document must provide that the tenant remains liable under the Lease notwithstanding the assignment.
- 55.4 The tenant gives the landlord any information the landlord reasonably requires about the assignment, and about that other person.
- 55.5 The tenant and that other person provide any guarantee or other security the landlord reasonably requires.
- 55.6 The tenant pays the landlord any legal and other costs the landlord reasonably incurs in relation to the assignment. This includes obtaining a mortgagee's consent.
- 55.7 In the event of an assignment, the tenant will not be released from its obligations under this Lease.

56 Change in the tenant's ownership or control

If the tenant is a company, the tenant must get the landlord's written consent to anything which changes, or which the landlord reasonably believes changes, the beneficial ownership of at least 50% of the tenant's shares or the effective control of the company. This does not apply in relation to the sale of shares (in the tenant or in the tenant's holding company) that are listed on a recognised stock exchange.

The landlord will give consent if each of the following conditions is met.

- The tenant is not in breach of the Lease.
- The change does not affect the tenant's financial security or the tenant's ability to run the business properly.
- The tenant gives the landlord any information the landlord reasonably requires about the change in interest or control.
- Any guarantee or other security the landlord reasonably requires is provided.

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- The tenant pays the landlord any legal or other costs the landlord reasonably incurs in relation to the change.

H Breach of this lease

57 The landlord's right to require the tenant to correct breach

If the tenant breaches an obligation under this Lease, the landlord may give the tenant a notice that the tenant is in breach, and require the tenant to correct it within a time specified in the notice. If the tenant fails to do so, the landlord may do anything that the landlord reasonably believes is necessary or desirable to correct it.

57.1 The tenant must reimburse the landlord for any costs the landlord incurs in correcting the breach.

57.2 Any other right of the landlord is not affected.

58 Damages in case of breach

The tenant must reimburse the landlord for any costs the landlord incurs as a result of any breach of this Lease by the tenant. The tenant must also pay damages to the landlord for any loss the landlord suffers as a result of a breach of this Lease by the tenant.

59 Acceleration of rent in case of fundamental breach

A breach of any of the fundamental terms listed below amounts to a repudiation of this Lease by the tenant. If the landlord ends this Lease because of a breach of any of those fundamental terms, the tenant must pay to the landlord by way of damages the difference between the Base rent which would have been payable from the termination date up to the date on which the term of this Lease would have expired by effluxion of time, and the amount of rent which the landlord receives or could reasonably be expected to receive on account of rent for the Premises during the same period on the assumption that the landlord has taken all reasonable steps to mitigate its loss.

59.1 The following terms are fundamental terms:

- to pay Base rent and Services costs on the due dates for payment as required by this Lease.
- to use the Premises solely for the use specified in item 7 in Schedule 1.
- to comply with Laws and requirements.
- to maintain the Premises in Good repair.
- not to Deal with the Lease or any part of the Premises in any way without written consent.
- to arrange and maintain insurance, and to do nothing to prejudice it.
- to provide any consent required in relation to a subdivision of the Land.

59.2 Other obligations of the tenant under this Lease may also be fundamental terms.

60 The landlord's duty to try to re-let

If the landlord ends the Lease in accordance with clause 52, the landlord must do the landlord's Best to re-let the Premises.

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61 No loss of rights

If the landlord brings action against the tenant for damages, that does not affect any other right of the landlord's, including the landlord's right to end the Lease. The landlord's right to damages is not affected by any of the following:

- the tenant's abandoning the Premises.
- the landlord's re-entering the Premises or ending of the Lease.
- the landlord's accepting the tenant's repudiation of the Lease.
- anything that amounts to a surrender of the Lease.

I Miscellaneous

62 The landlord's right to set off

The landlord is entitled to set off any amount the landlord must pay the tenant under this Lease against any amount the tenant must pay the landlord under it.

63 No right to set off by tenant

The tenant is not entitled to set off any amount the landlord owes it whether under this Lease or not against any amount the tenant owes the landlord under this Lease.

64 Tender of money after the landlord ends this lease

If the landlord accepts money from the tenant after the landlord ends this Lease, the landlord will apply it, first on account of the landlord's costs of re-entry, and only then on account of Base rent and other money the tenant owed the landlord immediately after the landlord terminated the Lease.

65 Waiver

The fact that the landlord fails to do, or delays in doing, something the landlord is entitled to do under this Lease, does not amount to a waiver of the landlord's right to do it, even if it becomes a practice. This includes anything to do with payment or late payment of Base rent. A waiver by the landlord is only effective if it is in writing.

A written waiver by the landlord is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach; or as an implied waiver of that obligation or breach in relation to any other occasion.

66 Payment requirements

The tenant and the landlord must pay any amount due to the other (except Base rent, Operating costs and promotion levies) within 21 days of being notified that the amount is due.

66.1 If this Lease ends or is ended that does not affect the tenant's obligation to make any payment under this Lease for a period before then.

67 Interest on overdue amounts

The tenant must pay interest, calculated daily and compounded monthly, on any money that the tenant owes the landlord but does not pay on time. The interest is payable on the amount outstanding from the day the money becomes due until it is paid. The rate of interest is stated in item 11 in Schedule 1.

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68 Obligation in relation to employees, agents, contractors and others

The tenant must make sure that the tenant's employees, agents and contractors, and all other people on the tenant's Premises do not do or fail to do anything on the Premises or in the Building which, if the tenant did it or failed to do it, would be a breach of this Lease.

69 Joint and several liability

If the tenant or guarantor is more than one person, each of them is liable individually under this Lease and guarantee and indemnity and each of them is also liable jointly with any one or more of the others.

70 Giving notices etc

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is in writing and :

- delivered or posted to the party to whom it is directed at the address stated in item 12 of Schedule 1;
- faxed to that party at the fax number stated in item 12 of Schedule 1.

If a party gives another party 3 Business days written notice of a change of its address or fax number, a notice, consent, information or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

71 Time notice etc is given

A notice, consent, information or request is to be treated as given or made at the following time:

- if it is delivered, when it is left at the relevant address.
- if it is sent by post, 2 Business days after being posted.
- if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

If a notice, consent, information or request is delivered, or an error free transmission report in relation to it is received, after the normal business hours of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business day.

72 Power of attorney

The tenant irrevocably appoints the landlord (and any director or company secretary of the landlord) as the tenant's attorney to do anything the attorney thinks fit in relation to exercising the landlord's power to re-enter the Premises. This includes completing and registering a surrender of this Lease.

72.1 The landlord is unable to exercise this power if the tenant has been granted relief from forfeiture.

72.2 A statutory declaration of an officer of the landlord concerning the circumstances in which the landlord exercised this power will be conclusive evidence for the purpose of registration.

73 Severability

If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or

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part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

74 Lease to benefit assignees etc

This Lease continues for the benefit of, and binds, a successor in title of a party, including a person to whom the tenant's rights and obligations are assigned in accordance with this Lease.

75 Governing law

This Lease is governed by the law of the state in which the Premises are located.

76 Exclusion of statutory provisions

The covenants powers and provisions implied in leases by sections 105 and 107 of the Property Law Act 1974 do not apply to this Lease.

77 Acknowledgment and warranty

The tenant warrants that it has relied on its own enquiries in connection with this Lease and not on any representation or warranty by the landlord or any person acting or purporting to act on the landlord's behalf.

78 Whole agreement

This Lease and any Related agreement comprise the whole of the agreement between the parties in respect of the Premises.

79 Trustee tenant

79.1 Restriction on Trust – In any case where the tenant enters into the Lease as trustee of a trust (**the trust**), the tenant expressly agrees that it shall not permit any of the following acts, omissions or events to occur during the term hereof without the prior written consent of the landlord:

- the alteration, amendment, variation or revocation of its trust deed;
- the retirement or removal of the tenant as trustee of the trust;
- the appointment of any new or additional trustee as trustee of the trust;
- the transfer of the assets of the trust or any part thereof to any other trust or person;
- the removal or diminishing of the tenant's rights of indemnity from the trust assets; or
- the appointment of a date of distribution (being a date upon which the assets of the trust will vest in the beneficiaries of the trust) earlier than 21 days after the termination of the tenant's interest in the Premises.

79.2 Indemnity rights – The tenant covenants that it will exercise all its rights of indemnity in relation to the assets of the trust and that the whole of the trust estate will be available to answer claims in the event of default by the tenant hereunder.

79.3 Attorney – The tenant hereby irrevocably appoints the landlord and every officer of the landlord jointly and severally to be the attorneys of the tenant after such default occurs in the name of the tenant to execute such documents and do all such acts and things as the attorney may deem necessary to exercise such rights of indemnity.

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79.4 Warranties – The tenant warrants that:

- it has disclosed the full terms of the trust to the landlord prior to the tenant's execution hereof;
- it has full unfettered power to enter into the Lease;
- the Lease is being entered into as part of the proper administration of the trust and the Lease is for the benefit of the beneficiaries thereof; and
- the tenant agrees that the tenant has entered into the Lease with the intent and effect that all the provisions hereof shall be binding on it in its personal capacity and in its capacity as trustee of the trust.

80 Privacy

80.1 In this clause, **Personal Information** means information about an individual whose identity is apparent, or can reasonably be ascertained.

80.2 In relation to any Personal Information disclosed to the landlord by the tenant or the guarantor in connection with this Lease, the tenant and the guarantor acknowledge that the landlord may:

- use or disclose the information for the purposes of exercising its rights or fulfilling its obligations under this Lease or the guarantee, except where otherwise required by law;
- use or disclose the information when reasonably necessary in connection with its ownership, operation or management of the property of which the Premises form part including without limiting to prospective and actual:
 - (a) purchasers;
 - (b) valuers;
 - (c) financiers; and
 - (d) building and property managers.

80.3 In exercising its rights under this clause the landlord must take reasonable steps to ensure that any persons to whom the information is given comply with the requirements of the Commonwealth Privacy Act 1988 and any guidelines issued under it relating to the handling of Personal Information.

80.4 This clause will continue to have effect after the expiry or termination of this Lease.

81 Tenant's interest subject to the Body Corporate Act

The tenant takes its interest under this Lease subject to the Body Corporate Act.

81.1 Specifically, the tenant acknowledges and accepts:

- the lot entitlement of the Premises and all matters contained in or endorsed upon the Building format plan and the CMS;
- the easements for support, shelter and Services expressed or implied in favour of or against the landlord as owner of the Premises and any additional rights or restrictions given or imposed by the Body Corporate Act;
- all notifications, easements and restrictions noted on the Title to the Premises;
- any lease, easement or other right over the Common areas or any part of the Common areas given to any Authority or the owner of any adjacent land or any owner or occupier of another lot in the Community Titles Scheme.

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82 Contamination and Waste Disposal

Compliance with Laws

- 82.1 Without limiting the generality of the other provisions of this Lease, the tenant must, at the tenant's cost:
- apply for and comply with all licences required in connection with the conduct of the tenant's business under any Laws; and
 - dispose of any waste products in the manner required by all Laws; and
 - comply with any valid notices or requirements issued under the Environmental Protection Act 1994 (Qld) and any other legislation dealing with contamination of the environment which are issued in relation to contamination caused as a result of the use or occupation of the Premises by the tenant or by the tenant's employees and agents; and
 - ensure that any subtenant or licensee from the tenant complies with the obligations contained in this Clause 82.1 in relation to the subtenant's or licensee's business and premises.

Indemnity by tenant

- 82.2 Without limiting the generality of the other provisions of this Lease, the tenant hereby indemnifies the landlord against any actions, costs, claims or demands arising from the failure of the tenant or the tenant's employees and agents to comply with the obligations contained in Clause 82.1.

83 Intentionally Deleted

J Guarantee and indemnity of the tenant's obligations under this lease

84 Guarantor's main obligations

The Guarantor named in item 13 in Schedule 1 guarantees that the tenant will do everything that the tenant is required to do under this Lease. The guarantor will separately continually indemnify the landlord against any loss, damage, claim, demand, cost, expense or obligation which the landlord is exposed to and/or suffers because the tenant fails to comply with this Lease. The guarantor is liable under this guarantee and indemnify even if 1 or more of the following happens.

- The landlord does not enforce this Lease against the tenant or the landlord delays enforcing it.
- The landlord cannot take action or enforce the Lease against the tenant.
- The landlord does or fails to do something else which, under Laws in relation to guarantees and indemnities, would have affected the guarantor's liability.
- The landlord does not obtain a guarantee, indemnity or security which it was agreed or contemplated the landlord would obtain.
- The landlord fails to give a notice the landlord is required to give the tenant or the guarantor.
- The landlord re-enters the Premises or determines the Lease.

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- Any act of the landlord or circumstance which might result in prejudice to the guarantor or affect the effect of this document.
- The Base rent is changed in accordance with the provisions governing rent review.
- The Lease is varied, extended or assigned without the consent of the guarantor.
- The Lease is not registered.
- The Lease is not effective as a lease or has ended or is rescinded.
- Any part of the Lease is invalid or unenforceable against either the tenant or any guarantor.
- The loss, release or impairment of any security deposit or document and any rights or remedies of the landlord.
- The tenant or landlord assigns any part of its interest or rights.
- The tenant Deals with its interest in the Lease or the subject matter of the Lease.
- The tenant parts with possession of any part of the Premises.
- Anyone else, including another guarantor, does not sign this Lease or is released from it or from this guarantee.
- The tenant does not execute a substitute or new lease as required by the Lease.
- The tenant's affairs are put into liquidation or administration or an order or statutory provision restricts or defers claims by creditors.
- A disclaimer of the Lease is alleged in the liquidation or administration of the affairs of the tenant.
- Any release of or agreement including those by operation of law, by the landlord in respect of any judgement, order or security in respect of the guaranteed obligations and/or indemnities.
- Any change in the legal capacity, rights or obligations of any party.
- Any reduction of capital, capital reconstruction or insolvency of any party.
- Knowledge by the landlord or any of the preceding circumstances.
- Absence of notice to the guarantor of, or absence of consent by the guarantor to, any of the preceding circumstances.

85 Circumstances requiring landlord's consent

The guarantor must not do any of the following without the landlord's consent:

- Raise a set off or counterclaim available to it or the tenant against the landlord to reduce the guarantor's liability under this guarantee and indemnity.
- Take security from the tenant for performance of the tenant's obligation to indemnify the guarantor against any liability the guarantor incurs under this guarantee and indemnity.

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- Claim to be entitled in any way (including contribution, indemnity, subrogation and marshalling) to the benefit of a security or guarantee the landlord holds in connection with the Lease.
- Make a claim or enforce a right against the tenant or any property of the tenant.
- Prove in competition with the landlord if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the tenant, or if the tenant is unable to pay the tenant's debts as they fall due.

86 Time for payment

The guarantor must pay any money the landlord is entitled to under this guarantee and indemnify within 7 days of the landlord's written demand. The guarantor must pay interest, calculated daily and compounded monthly, on any money that the guarantor does not pay on time. The interest is payable on the amount outstanding from the day the money becomes due until it is paid. The rate of interest is stated in item 11 in Schedule 1.

A certificate signed by the landlord or its officer stating the amount payable to the landlord under any part of this document will be prima facie evidence of the amount due to the landlord.

87 Persons benefited by guarantee and indemnity

The following persons are also entitled to the benefit of the landlord's rights under this guarantee and indemnity:

- The owner at the relevant time of the Premises.
- A person entitled at the relevant time to Base rent or other money payable by the tenant under this Lease.

An assignment of those benefits is not necessary. The landlord does not have to give the guarantor notice, unless that is required by any Laws.

88 Terms effective after lease ends

This guarantee will continue until all the obligations under the Lease have been performed in full. This will apply to any option term, any period of holding over and for so long as the tenant may remain in possession of the Premises.

This guarantee is in addition to any security the landlord holds or may obtain in the future for the performance of obligations under the Lease. It may be enforced without first enforcing any other security or taking any action against the tenant.

89 Representations

The guarantor acknowledges that no representations have been made or given by the landlord.

90 Guarantor is principal debtor

In any proceedings in which the liability of the guarantor is in issue:

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- the guarantor is deemed to be a principal debtor and contractor jointly and severally liable with the tenant to discharge the obligations under the Lease; and
- the guarantor cannot raise any defence on the basis that the guarantor's position is that of surety.

The guarantor waives any rights as surety or indemnifier or otherwise which may be inconsistent with this document.

91 Unknown fact or circumstance

This guarantee and indemnity is effective even if a party was unaware of a fact or circumstance which gives rise to liability under this guarantee.

92 Landlord does not have to enforce against all guarantors

The landlord may choose to pursue any one or more guarantors and exclude another in its absolute discretion.

93 Appropriation of money

The landlord may apply money paid to it by any party, to any amount due under the Lease or this document. The landlord may apply it to pay a part or whole of any amount due and apply it at any time.

94 Guarantor has power to guarantee and indemnify

The guarantor warrants that it has full and unrestricted power to give this guarantee and indemnity.

95 Firm or partnership

If the guarantor comprises a firm or partnership which changes membership (whether by death, retirement or admissions of any partner or for any other reason), this guarantee and indemnity:

- continues to bind every guarantor whether or not each guarantor remains a member of the firm or partnership; and
- applies to liability of the firm or partnership both before and after the change of membership.

96 Trustee guarantor

If the guarantor enters into this document as the trustee of a trust, the trustee:

- is liable both personally and in its capacity as trustee; and
- warrants that the giving of this guarantee and indemnity is within the powers granted by the trust and is doing so for a proper purpose; and
- warrants that the property of the trust will be available to satisfy the liability.

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97 Guarantor appoints landlord attorney

The guarantor appoints the landlord and its officers its attorney.

The powers as attorney are limited to execution, delivery and any necessary act in respect of a document which the attorney may require for the due performance and observance by the guarantor of the obligations in this guarantee or to give effect to this guarantee.

The guarantor agrees to ratify the actions of the attorney if required.

The landlord and its officers may appoint a substitute or substitutes.

EXECUTION BY GUARANTORS – NOT APPLICABLE

K Definitions and interpretations

98 Definitions

In this document the following definitions apply:

Air conditioning equipment	means that air conditioning equipment owned by the landlord which provides conditioned air to the Premises.
Authority	includes a government, a local, statutory or public authority, and a person entitled to carry out a statutory function.
Base rent	means the annual rent specified in item 3 in Schedule 1 as varied by this Lease.
Best	'do its Best' means the same as 'use its best endeavours'.
Body corporate	means the Body corporate constituted under the Body Corporate Act upon registration of the building format plan and Community Titles Scheme.
Body Corporate Act	means the Body Corporate and Community Management Act 1997 as amended and any statute passed in substitution for that statute.
Building	means the building containing the Premises.
Building format plan	means the building format plan creating the Premises.
Building rules	means the rules specified in Schedule 3.
Building trading hours	means those hours specified in item 15 in Schedule 1.
Business day	means a day (except Saturday and Sunday) on which banks are open for general banking business in Brisbane.
Cleaning costs	means every cost the landlord reasonably incurs in relation to the cleaning of all Common areas in the Building including: <ul style="list-style-type: none">• the cleaning of toilets and washrooms and the replacement of toilet requisites;

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- the cleaning of the interior and exterior surfaces of all windows in the Building;
- the removal of rubbish from the Building; and
- any floor surfaces.

Common areas

means the area in the Community Titles Scheme which does not comprise any lot and includes:

- all improvements, fixtures and fittings erected or constructed on the Common areas;
- any additional land acquired by the Body corporate from time to time;
- any land leased or licensed by the body corporate from time to time;
- any other part of the Building which is expressly designated from time to time by the Body corporate for use by the tenant or the tenant's customers.

CMS

means the Community Management Statement for the Community Titles Scheme.

Community Titles Scheme

means the community titles scheme pursuant to the Body Corporate Act of which the Premises form part.

Deal with

includes doing or agreeing to do any of the following:

- transferring, assigning or disposing of the Lease
- sub-letting the Premises or parting with possession of the Premises
- using the Lease or any part of the Premises to obtain any type of financial accommodation.

Financial year

means the accounting period the landlord chooses for calculating Operating costs.

Good repair

means good and tenantable repair and in good working order and condition.

GST

has the meaning given to that term in the GST legislation.

GST legislation

means A New Tax System (Goods and Services Tax) Act 1999 and related Laws.

Laws

means federal, state, territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines for Australia (as the case may be).

Land

includes any additional adjoining land the landlord acquires.

Landlord's property

means the property in the Premises owned by the landlord and includes any fixtures specified in item 14 in Schedule 1.

Lease

includes an equitable lease and a lease that arises when the tenant enters into possession of the Premises before the lease is signed.

Lettable area

means those parts of the Building leased or licensed or intended to be leased or licensed to tenants at a commercial rent, but excluding:

- any area leased or licensed or intended to be leased or licensed by a separate instrument or agreement to any tenant of the Building to be used exclusively for the purpose of storage;
- any area leased or licensed for a nominal rent or as a temporary or casual letting.

Lettable areas will be measured on the basis of Net Lettable Area (NLA) method of measurement adopted by the Property Council of Australia – March 1997.

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Operating costs	means every cost the landlord reasonably incurs in respect of the ownership, management, operation, maintenance, use and occupation of the Building, the Land and the Premises. Land Tax is to be calculated on a single holding basis. It includes the Cleaning costs, security costs, fire protection costs and all levies imposed against the Premises by the Body corporate but excludes: <ul style="list-style-type: none">• a cost relating solely to the tenant's or another tenant's occupation or use of the Premises or other premises in the Building.• interest on borrowed moneys.• capital expenditure.• income tax and capital gains tax.• a cost which the law does not allow the landlord to recover from the tenant.
Premises	means the premises described in item 1 in Schedule 1 being the whole of the land identified in Item 2 of the Form 7 Lease, the boundaries of which are defined in the Body Corporate Act and includes the Landlord's property.
Prevailing interest rate	means the interest rate on 90 day bank bills which appears in the Australian Financial Review on the day the calculation is being made. If the AFR is not published on that day or the 90 day bank bill rate does not appear in it, it means the next day on which the 90 day bank bill rate appears in the AFR. If that doesn't happen within 7 days, it means the 90 day bank bill published by the landlord's bank.
Property manager	means the person appointed by the landlord to manage the Premises from time to time.
Rates and taxes	means any amount charged or levied against the Land or the Premises by any Authority and whether payable at the commencement of this Lease or during the period of this Lease.
Services	means every service that is available for use in, or provided in respect of, the Premises and the Building. It includes: <ul style="list-style-type: none">• every service that enables access to the Premises for people or goods;• any pipe, drain, grease trap, sullage pit or the like servicing the Premises;• escalators and lifts (if any);• air conditioning;• water and electricity;• toilets (if any);• security.
Signage package	means any manual or other material prepared by the landlord regulating the installation, operation, maintenance and removal of signage for any tenant in the Building.
Tenant's property	includes property that the tenant owns, hires or leases.

99 Interpretation

In this document unless the context otherwise requires:

- 99.1 a law includes regulations and other instruments under it and amendments or replacements of any of them;

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- 99.2 a document includes any variation or replacement of that document;
- 99.3 unless otherwise stated, all references are to clauses, parts, schedules or attachments of this document;
- 99.4 a reference to a 'person' includes
- any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency;
 - the person's executors, administrators, successors and assigns.
- 99.5 If the day on which any act, matter or thing is to be done under this document is not a Business day, that act, matter or thing may be done on the next Business day;
- 99.6 a covenant or agreement on the part of two or more persons binds them jointly and severally;
- 99.7 the schedules and attachments form part of this document;
- 99.8 headings are inserted for convenience only and do not affect the interpretation of this document; and
- 99.9 singular includes the plural and vice versa.

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Schedule 1

Item 1	Description of premises and land	Premises – The whole of the lot. Land - The lot described in Item 2 of the Form 7 – Lease and being located at Unit 17, 109 Holt Street, Eagle Farm QLD 4009
Item 2	Term of lease	3 years
	Commencement date	1 August 2019
	End date	31 July 2022
Item 3	Base rent payable and dates of rent review	
	Base rent - Year 1	\$60,000 (plus GST)
	(a) Dates of fixed increase rent review	Not Applicable
	(b) Dates of market rent review	The commencement of any option term.
	(c) Dates of CPI rent review	The commencement of years 2 and 3 of the lease term & the commencement of years 2 and 3 of any option term.
Item 4	The Tenant's percentage of the Operating costs:	100%
Item 5	Promotion levy	Not applicable
Item 6	Security deposit	An amount equal to six (6) months base rent.
Item 7	Use of premises	Any lawful use
Item 8	Time for redecoration	Not applicable
Item 9	Extension	3 years
Item 11	Rate of interest	Prevailing interest rate plus 2%
Item 12	Addresses and fax numbers	Landlord: PO Box 634 HAMILTON QLD 4007 Facsimile: 07 3252 4645 Tenant:
Item 13	Guarantors	Nil – Not Applicable
Item 14	Specified landlord's fixtures	Not applicable SEE ANNEXURE A
Item 15	Building trading hours	8:00am to 6:00pm, Monday to Friday and Saturday.

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Schedule 2

Rent review

#Option 1: CPI review

1

- 1.1 The dates for CPI rent review are listed in item 3 (c) of Schedule 1.
- 1.2 The tenant must pay the new Base rent as from the review date. However, until the landlord notifies the tenant of the new Base rent, the tenant will continue to pay the current Base rent. The tenant will pay any shortfall for that period on the next date for payment of rent after the landlord notifies the tenant of the new Base rent.
- 1.3 The landlord will assess the amount of the new Base rent on the basis of movement in the CPI.
- 1.4 The landlord will use the following formula:
- $$\text{Reviewed Base rent} = \text{Previous year's Base rent} \times \frac{Z}{T}$$
- Where:
- Z is the CPI last published before the review date
T is the CPI last published at least 12 months before the review date.
- 1.5 CPI means the Consumer Price Index - All Groups for the capital city of the state where the Building is located, published by the Australian Bureau of Statistics, or any index which officially replaces it. If no index officially replaces it, the landlord will arrange for an expert to assess what it would have been. The landlord and the tenant must each pay half of the expert's fees and expenses.
- 1.6 A rent review can never lead to an increase of less than 3% in Base rent. In the event that the formula in clause 1.4 produces an amount which is less than 103% of the current Base rent, then the amount which is 103% of the current Base rent will become the reviewed Base rent payable from the review date.

#Option 2: Market Review

2

- 2.1 The dates for market rent review are listed in item 3(b) of Schedule 1.
- 2.2 On a market rent review date the rent for the Premises will be reviewed to the greater of:
- the market rent; or
 - the rent payable during the previous year.

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- 2.3 The landlord will give the tenant a notice specifying the landlord's assessment of the market rent of the Premises at the relevant market rent review date. The tenant has 14 days after it receives the landlord's notice to notify the landlord whether it accepts or rejects the landlord's assessment.
- 2.4 If the tenant accepts the landlord's assessment, or the tenant fails to notify the landlord within the 14 days, the new rent is set at the amount stated in the landlord's notice.
- 2.5 If the tenant rejects the landlord's assessment within the 14 days, and the landlord and the tenant cannot resolve the matter within an additional 7 days, the market rent will be decided by valuation. The valuation will be governed by the following rules:
- the landlord will appoint a licensed valuer with at least 5 years experience in commercial rental valuations in Brisbane to set the rent. If the landlord and the tenant cannot agree on a valuer, the President of the Local Division of the Australian Property Institute Inc will appoint one. The valuer will act as an expert and not as an arbitrator.
 - the valuer must set the rent within 14 days after accepting the appointment. In doing so, he or she must give the landlord and the tenant an opportunity to make written submissions. A copy of any submission must be given to the other at the same time as to the valuer.
 - the valuer must determine the market rent on the basis that the tenant is not in breach of this Lease and that the Premises are:
 - unoccupied and fit for immediate occupation.
 - offered for lease for the most profitable use that they can be put as permitted by this Lease.
 - offered for lease on the terms of this Lease in a free and open market for the balance of the period of this Lease.
 - the valuer must take each of the following into account:
 - the market rent of comparable premises in other comparable buildings.
 - the value of any goodwill attributable to the location, facilities, management or promotion of the Premises.
 - any structural improvements the tenant is not entitled to remove at the end of the Lease.
 - the period before the next review.
 - any other valuation principles relevant to a market review.
 - the valuer must not take any of the following into account:
 - any sub-letting or concessional arrangement in respect of the Premises or comparable premises.
 - goodwill attributable to the tenant's business.
 - any of the Tenant's property.
 - any fixtures or improvements that the tenant is entitled to remove at the end of the Lease.
 - any incentives of any type granted to the tenant or another tenant in respect of the Premises or comparable premises.

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- the landlord and the tenant must each pay half of the valuer's fees and expenses.
- both parties acknowledge that the valuer will be acting as an expert and not as an arbitrator and the decision of the valuer is binding on both parties and will be final.
- time is essential in all respects under this clause.

2.6 If the new rent has not been determined on or before the relevant market rent review date then the tenant must continue to pay to the landlord the current rent. Once the market rent has been finally determined any necessary adjustment between the parties will be made within 7 days. If the tenant has paid too much rent during that period the landlord will credit the tenant's account with the excess amount.

#Option 3: Fixed increase review

3

- 3.1 The dates for Fixed increase rent review are listed in item 3(a) of Schedule 1.
- 3.2 The Base rent will increase annually from each fixed increase review date by 3%.
- 3.3 The tenant must pay the new Base rent from the review date.

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Schedule 3

Building Rules

Use and presentation of the Premises

- 1 The tenant must get the landlord's consent before doing anything that affects the quality or presentation of items visible from the outside of the Premises. Any change must conform with the landlord's reasonable requirements in relation to design, quality and appearance. This applies to fixtures, fittings, equipment, lighting, facilities and displays (whether inside or outside the Premises); and to anything that is on, or is visible from outside, the Premises (eg, a blind, awning, sign or advertisement). The landlord may withdraw its consent if the landlord believes that is in the overall interest of the Building or of people using the Building.
- 2 The tenant must keep the display windows, signage and other appropriate parts of the Premises adequately lit during the Building trading hours.
- 3 The tenant must not conduct an auction or liquidation or fire sale on the Premises.
- 4 If the tenant plays music or uses any sound equipment (including a television set), the tenant must make sure that it is not heard outside the Premises. This does not prevent the tenant playing background recorded music that does not annoy other tenants or people using the Building.
- 5
- 6 The tenant must get the landlord's consent before doing anything, apart from using the Services provided, to cool or heat the Premises.
- 7 The tenant must not prepare food in an area that is not designed for that purpose.

Security of the Premises

- 8 The landlord must give the tenant one free set of all keys and access cards for the doors and openings in the Premises that allow access to the Common areas.
 - 8.1 The tenant must not give any of the keys or cards to anyone else, or make any unauthorised copies of any of them.
 - 8.2 If the tenant wants an extra set of keys and cards, the tenant must pay the Property manager for them.
 - 8.3 The tenant must not alter any locks to the Premises without first notifying the landlord and ensuring that the new lock installed to the Premises is compatible to the master key system adopted by the landlord for the Building.
- 9 The tenant must do its Best to keep the Premises safe and secure, and to protect them against theft.
 - 9.1 The tenant must make sure that all doors and openings are locked and shut securely whenever the Premises are unoccupied.

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9.2 The landlord may enter the Premises at any time if it has any concern about security.

Use of common areas

- 10 The landlord is entitled to provide a public address system in the Common areas.
- 11 The landlord must do its Best to provide adequate lighting in the Common areas. The landlord may also provide lighting that it thinks is advantageous to the Building.
- 12 The tenant must get the landlord's consent before using, or allowing anyone else to use, any part of the Common areas for any business or commercial purpose, including advertising or display.
- 13 The tenant must not use the delivery areas of the Common areas outside the Building trading hours.
- 14 The tenant must keep the Common areas clear. In particular, the tenant must not obstruct a fire door, escape door, service duct, fire prevention device or anything that emits light or air into the Building. If the tenant does not keep the Common areas clear, the landlord may remove the obstruction at the tenant's cost.

Security of the Building

- 15 The landlord may lock and close any doors and openings to the exterior of the Building whenever the law requires it to.

Use of facilities, services etc

- 16 The tenant must not use any of the facilities (eg, toilets, drains) in the Premises or Common areas for purposes for which they are not intended. In particular, the tenant must not put rubbish or foreign materials in them.
- 17 The tenant must not burn rubbish or anything else in the Premises or the Common areas.
- 18 The tenant must comply with any requirements the landlord lays down in relation to the use of the Services (eg, air conditioning, lifts or escalators) the landlord provides. The tenant must not do anything which might interfere with their efficient operation.
- 19 The tenant must not use any goods elevator to carry anything but bulk or quantity goods or equipment. The tenant must not use any other elevator to carry bulk or quantity goods or equipment without the landlord's consent. The landlord will not withhold consent unreasonably. The landlord may charge the tenant for any expenses it incurs (eg, the cost of overtime for an employee).

Safety and emergencies

- 20 The tenant must make sure that it is familiar with the landlord's safety and emergency procedures. The tenant must take part in any fire and emergency drill. The landlord will do its Best to give the tenant reasonable notice of a drill.
- 21 The tenant must tell the landlord immediately of any risk it becomes aware of (eg, a fire, a petrol or chemical spill, a bomb threat) affecting any part of the Building or anyone in it. The landlord is entitled to close any part of the Common areas until the risk has passed.

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- 22 The tenant must comply with any instructions it is given when there is or may be a risk (eg, a fire, a petrol or chemical spill, a bomb threat) affecting any part of the Premises or anyone in it. This includes instructions given by the police, the fire brigade or another emergency authority.
- 23 If the tenant is instructed to leave the Premises or the Building, it must do so. The tenant must not re-enter the Premises or Building until the landlord, the police, the fire brigade or another emergency authority tells the tenant it is safe to do so.

Car parking

- 24 The tenant must comply with the Property manager or any other person authorised by the landlord to supervise car parking in the Building.
- 25 The Tenant acknowledges that that there is no exclusive use car parking for the Premises.
- 26 The Tenant must comply with all car parking by-laws for the Community Titles Scheme.

Contact details

- 27 The tenant must give the Property manager its contact address and telephone and fax numbers, and notify him or her of any changes.

Smoking

- 28 The tenant must not smoke anywhere in the Building.

ANNEXURE 'A' - SPECIFIED LANDLORD'S FIXTURES

Unit 17 - 109 Holt Street Eagle Farm

All furniture, appliances, fittings & fixtures brand new as at 12 July 2019

Inventory List for lease commencement







Inventory List - 17/109 Holt Street, Eagle Farm

Upstairs		Quantity
Hisense Wine Fridge		1
Fisher & Paykel Fridge		1
High Top wooden table		1
High Top white chairs		8
Black & White Office Chairs		11
Book case storage		4
Black office chair in phone booth		2
Workstation with divider		11
Samsung wall mounted TV		2
Storage cabinet with plants on top		3
Upright storage cabinet		1
Lockable storage cabinet		1
Underdesk 3 drawer filing cabinet		11
Downstairs		
High Top Wooden table - Kitchen area		1
High Top white chairs - Kitchen area		6
Fisher & Paykel Fridge		1
Smeg Microwave		1
Smeg Dishwasher		1
Hisense Wine Fridge		1
Boardroom table		1
Boardroom chairs		8
Samsung wall mounted TV		1
Server Rack with 2 x Switches and Patch Cables		1



Keys & Fobs

3 x door keys, 2 x letterbox keys, 2 x gate/garage fobs & 1 x USB with handover manuals.



Downstairs - Boardroom table & 8 chairs



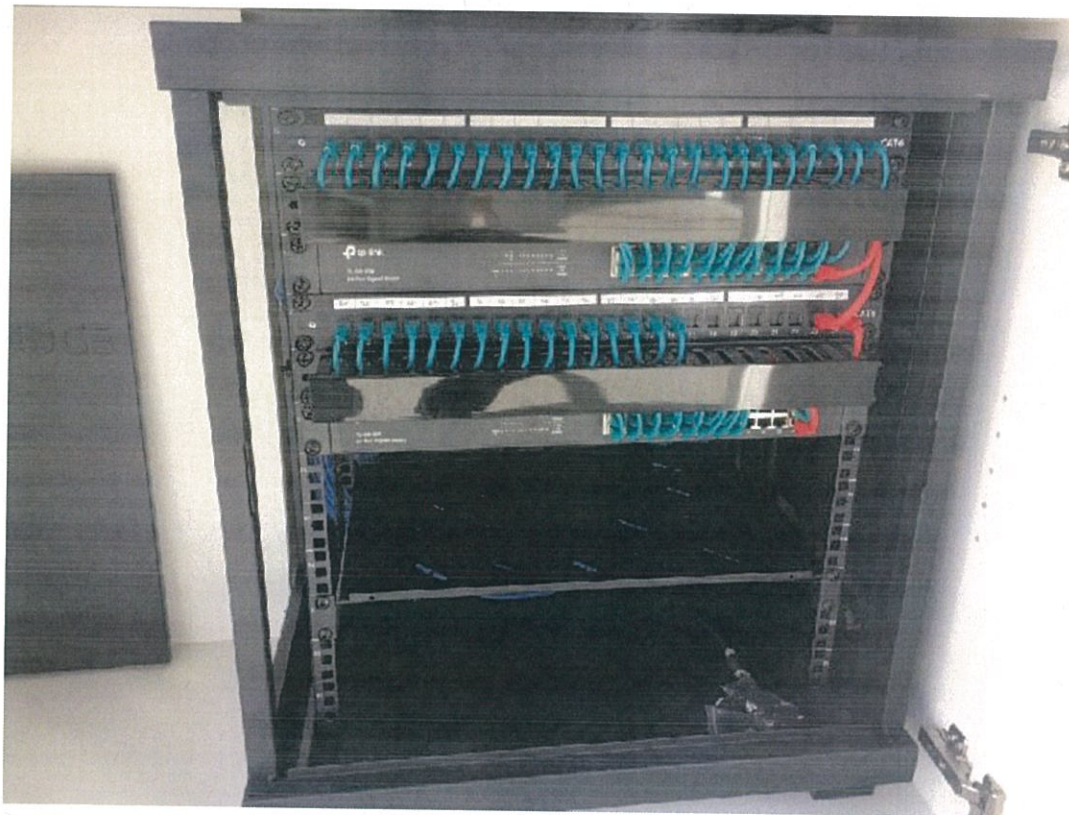
Downstairs - Fisher & Paykal fridge



**Downstairs - High Top wooden table and
6 chairs**



Downstairs - Hisense wine fridge



Downstairs - Server rack

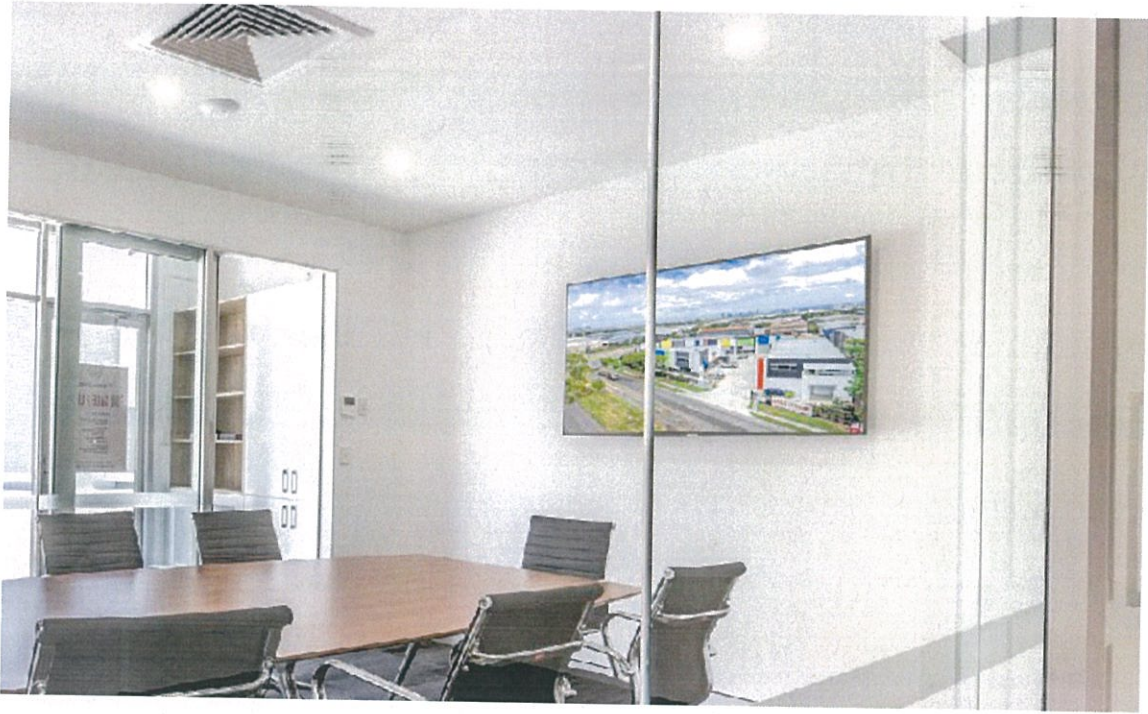
With 2 x TP Link 24 Port switches & patch cables



Downstairs - Smeg Dishwasher



Downstairs - Smeg Microwave



Upstairs - Wall mounted TV3

With Remote



Upstairs - Black & White Chairs



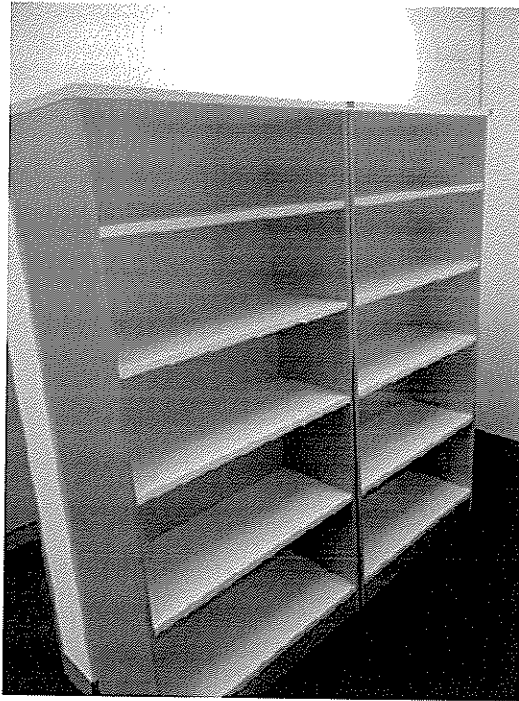
Upstairs - Black office chair1

Phone Booth 1 (Yellow)

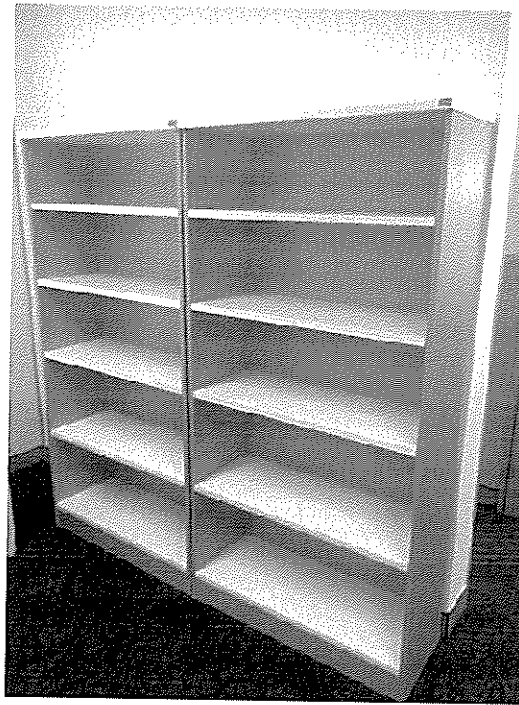


Upstairs - Black office chair2

Phone Booth 2 (Green)



Upstairs - Double Bookcase storage1



Upstairs - Double Bookcase storage2



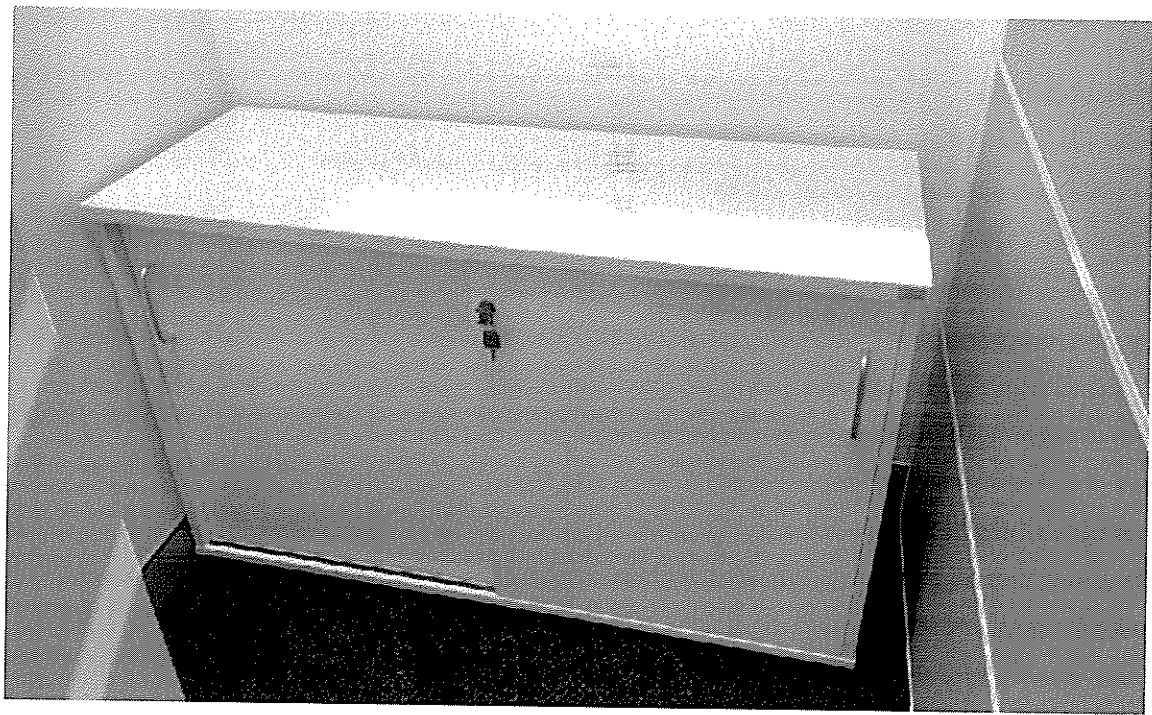
Upstairs - Fisher & Paykel Fridge



Upstairs - High Top table & 8 x Chairs



Upstairs - Hisense Wine Fridge



Upstairs - Lockable storage cabinet
With 2 keys. Shelving inside.



**Upstairs - Storage cabinet with plants
on top**

With keys (6 in total). Shelving inside.

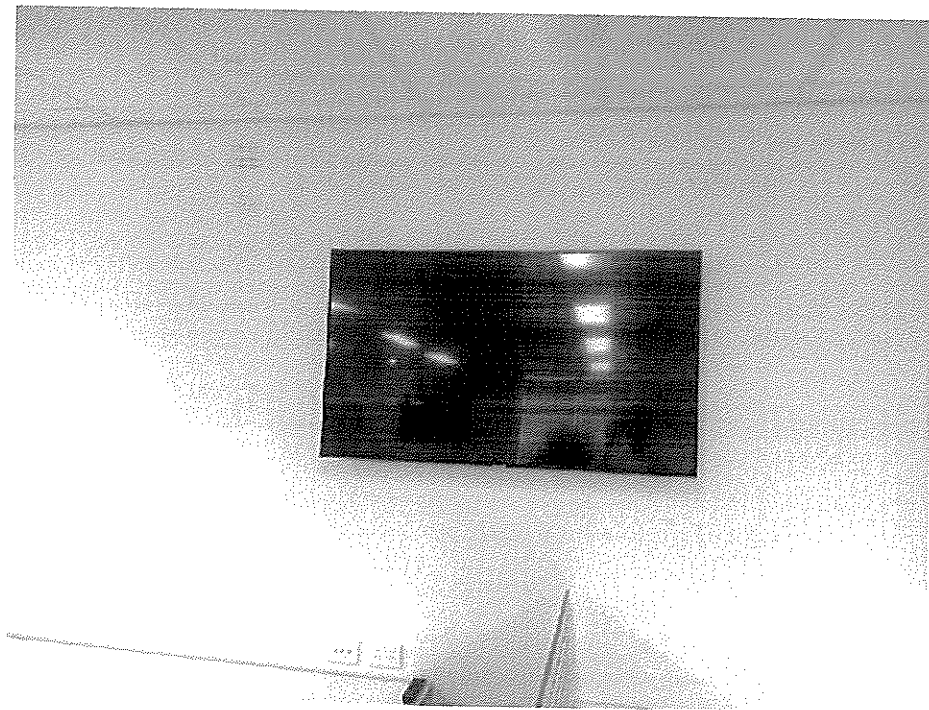


Upstairs - Underdesk filing cabinet

With 2 keys per cabinet. 22 Keys in total.



Upstairs - Upright storage cabinet
With shelving inside.



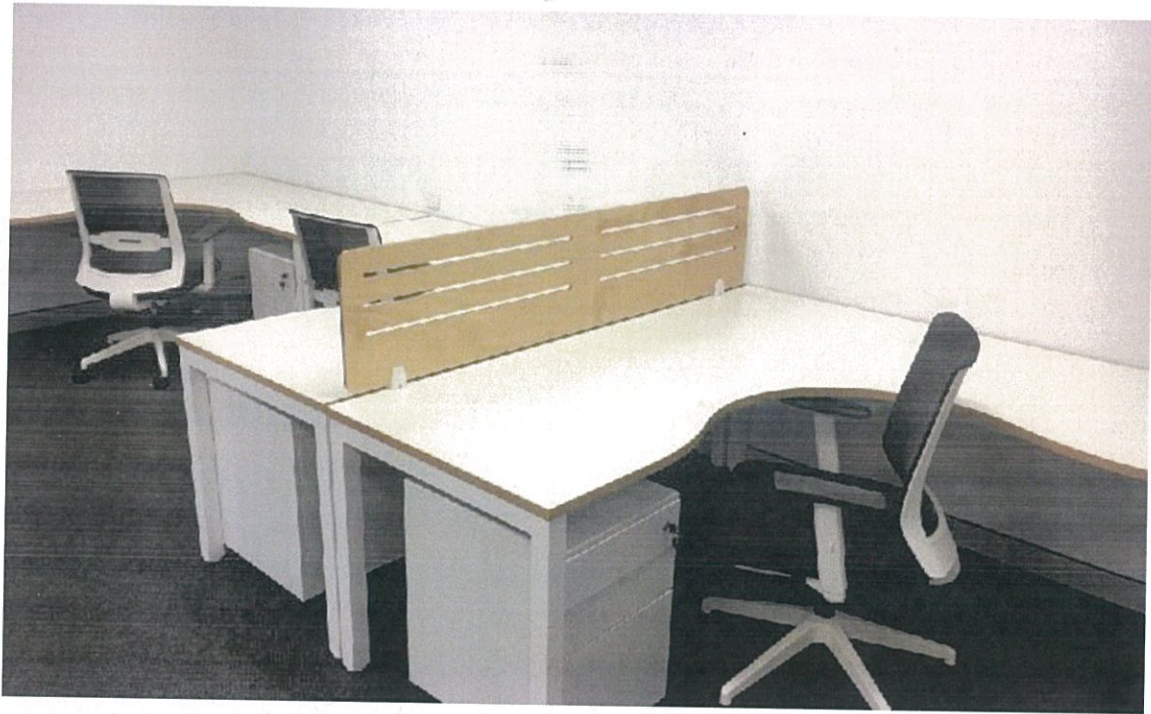
Upstairs - Wall mounted TV1

With remote



Upstairs - Wall mounted TV2

With Remote



Upstairs - Workstation with divider1



Upstairs - Workstation with divider2