

Dealing Number



Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
David North Brake and Melissa Gay Curley Brake as Trustee under Instrument 703635682		
2. Lot on Plan Description	Title Reference	
Lot 5 on SP 120202	50277667	
3. Lessee	Given names	Surname/Company name and number (include tenancy if more than one)
		Four One Seven One Sales Pty Ltd ACN 167 441 830
4. Interest being leased		
Fee simple		
5. Description of premises being leased		
The whole of the Land		
6. Term of lease	7. Rental/Consideration	
Commencement date/event: 01/01/2023 Expiry date: 30/06/2027 and/or Event: _____ #Options: 3 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	See attached Schedule	

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; ~~*the attached schedule and document no. _____;~~
~~* document no. _____; *Option in registered Lease no. _____ has not been exercised.~~

* delete if not applicable

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

..... Signature
..... full name
..... qualification

Witnessing Officer

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

Execution Date

See Enlarged Panel

Lessor's Signature

9. Acceptance

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

Four One Seven One Sales Pty Ltd
ACN 167 441 830

Not required..... Signature
..... full name
..... qualification

Witnessing Officer

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

Execution Date

Director

Director/Secretary

Lessee's Signature

This is to certify that this is a true copy of the original / copy / download which I have sighted.

Date: 6/3/23

Signed: [Signature]

Name: Anne Schorfeld



ENLARGED PANEL

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; ~~*the attached schedule and document no. _____~~; * document no. _____; * Option in registered Lease no. ~~has not been exercised~~.

* delete if not applicable

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

.....Signature

.....full name

.....qualification

/ /
Execution Date

.....
Lessor's Signature

Witnessing Officer

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

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

.....Signature

.....full name

.....qualification

/ /
Execution Date

.....
Lessor's Signature

Witnessing Officer

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

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REFERENCE SCHEDULE

Item 1	Rent: (Clause 3)	\$61,950 per annum (plus GST)
Item 2	Rent Review Dates: (Clause 6.1)	Annually on each anniversary of the Commencement Date except for Market Review Dates
Item 3	Percentage Review: (Clause 6.1)	Not applicable
Item 4	Not applicable	
Item 5	Market Review Dates: (Clause 6.2)	On the Commencement Date of the Further Lease
Item 6	Permitted Use: (Clause 7)	Office and storage
Item 7	Options to Renew: (Clause 20)	3 x 3 years, being from: <ul style="list-style-type: none">• 1 July 2027 to 30 June 2030;• 1 July 2030 to 30 June 2033; and• 1 July 2033 to 30 June 2036.
Item 8	Notices: (Clause 30)	Landlord Address: PO Box 5009, Manly QLD 4179 Tenant Address: 207 Logan Road, Woolloongabba QLD 4102
Item 9	Bank Guarantee: (Clause 27)	An amount equivalent to 3 months Rent plus GST, which at the date of Commencement was \$17,036.25
Item 10	Guarantors: (Clause 31)	Christopher Daniel Parker Lawsen and Joanna Mary Greening

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1. DEFINITIONS

1.1 Words in the Reference Schedule have the meanings shown opposite them.

1.2 In this Lease:

Accounting Period means each consecutive period of 12 months during the Term in respect of which the Outgoings for the Premises are determined by the Landlord.

Act means the *Retail Shop Leases Act 1994*.

Air Conditioner means the air conditioning unit(s) provided to the Premises by the Landlord.

Annual Estimate means the estimated Outgoings for the relevant Accounting Period.

BCCM Act means the *Body Corporate and Community Management Act 1997*.

Body Corporate means the body corporate for the Scheme under the BCCM Act.

Building means the building containing the Land.

Car Park means that part of the Common Property (if any) which the Body Corporate intends for parking motor vehicles.

Car Parking Spaces means the 3 exclusive use car parking spaces allocated to the Land.

CMS means the community management statement in effect for the Scheme from time to time under the BCCM Act.

Commencement Date means the date this Lease is stated to commence in Item 6 of the Form 7.

Common Property means the common property of the Body Corporate including any common areas in the Building and any Car Park.

CPI means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If the CPI no longer exists, CPI means an index the President of Queensland Law Society decides reflects changes in the cost of living in Brisbane.

CPI Percentage Change means the percentage change in CPI between the CPI quarter immediately prior to the Rent Review Date and the CPI quarter 12 months immediately prior to that Rent Review Date.

Expert means an expert appointed under clause 23.

Expiry Date means the date this Lease is stated to expire in Item 6 of the Form 7.

Further Lease has the meaning given to that term in clause 20.1.

GST means the same as in the GST Law and any applicable additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as "GST Law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the lot within the Building described in Item 2 of the Form 7.

Lease means this Lease.

Lettable Area means gross lettable area calculated by the Landlord's surveyor using the Property Council of Australia method of measurement chosen by the Landlord.

Outgoings means all proper and reasonable amounts paid or payable by the Landlord in any Accounting Period for the, maintenance, operation, insurance, management and/or ownership of the Premises and the provision of services in, or to, it, including:

- (a) the amount of any rates, taxes and other assessments (including land tax) payable to any Government Authority or other person, including but not limited to, water and sewerage rates, fire protection and ambulance levies, rubbish and waste removal costs, electricity charges, gas and drainage charges, signage licence fees, environmental levies, special levies, meter rents,

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Crown and other rents, any imposition by way of a carbon, greenhouse emission or similar tax, any goods and services tax (where applicable);

- (b) any levies and special contributions payable under any Body Corporate, community title scheme, building management statement or special facilities licence;
- (c) the cost of any insurance premiums in respect of policies entered into by the Landlord for reinstatement public liability, workers' compensation, machinery breakdown, consequential and economic loss, industrial special risks and other risks that the Landlord may reasonably consider appropriate, insurance claim costs;
- (d) if provided by the Landlord, the cost (excluding repair costs) of any services and facilities in or provided for the benefit of the Premises, including but not limited to, cleaning, pest control, lighting, electrical, air-conditioning, fire protection, lifts and escalators, heating, water, plumbing gardening, landscaping, signage, car parking;
- (e) any, maintenance, painting, servicing, replacement or other works to or in the Premises; but specifically excluding the cost of any:
 - (f) capital works and the amortisation of capital costs;
 - (g) income tax and capital gains tax of the Landlord; and
 - (h) capital or structural repairs, maintenance, replacement or works which are the responsibility of the Landlord under this Lease

Premises means the area in Item 5 of the Form 7 measured in accordance with relevant Property Council of Australia method of measurement and includes all improvements and property of the Landlord provided for the benefit of the Premises.

Rent means the yearly amount in Item 1 of the Reference Schedule as varied under this Lease.

Rent Review Date means a percentage review date or CPI review date.

Scheme means Community Titles Scheme 27169 in place for the Building under the BCCM Act.

Services means services to or in the Premises provided by authorities or the Landlord including water, electricity, gas, air conditioning, lifts, toilets, trade waste, grease trap, telephone lines, cleaning, communication infrastructure and systems and fire services.

Tenant's Associates means the Tenant's employees, the Tenant's contractors, the Tenant's agents, the Tenant's clients, the Tenant's customers, the Tenant's invitees and, in the case of others on the Premises whether they are there with or without the Tenant's invitation.

Tenant's Business means the business carried on by the Tenant from the Premises.

Term means the period of 4 years and 6 months from and including the Commencement Date to and including the Expiry Date.

Valuer means a specialist retail valuer who is a fellow or an associate of 5 years standing or more, of the Australian Property Institute Inc. and active in the relevant market at the time of appointment.

2. GRANT OF LEASE

- 2.1 The Landlord grants a lease to the Tenant and the Tenant takes a lease of the Premises for the Term on and subject to the terms of this Lease.

3. RENT

- 3.1 The Tenant must pay the Rent by equal monthly instalments in advance on the first day of each month.
- 3.2 If Rent is payable for a period of less than one month, the amount payable is the proportion of one twelfth of the Rent which the number of days in the period bears to the number of days in the month in which that period begins.

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4. Outgoings

4.1 Payment of Outgoings

- (a) The Tenant must pay to the Landlord the Outgoings for each Accounting Period during the Lease Term.
- (b) Unless the Landlord elects to provide invoices for Outgoings as they arise, the Landlord must give the Tenant the Annual Estimate at least one month before the commencement of each Accounting Period.
- (c) The Tenant must pay the Outgoings when invoices are issued to it or, if the Landlord provides an Annual Estimate, in accordance with the Annual Estimate by equal monthly instalments in advance at the same time and in the same way as payment for instalments of the Annual Rent.
- (d) The Landlord must, within 3 months of the end of each Accounting Period, deliver to the Tenant a statement of Outgoings. Within 14 days of service of the Outgoings statement, an adjustment must (if necessary) be made between the Landlord and the Tenant.
- (e) Where an adjustment is made in favour of the Tenant, the Landlord will grant the Tenant a credit against further payments to be made under this Lease to the extent of the adjustment.
- (f) Where an adjustment is made in favour of the Landlord, the Tenant must pay the amount of any adjustment to the Landlord within one month of receiving the Outgoings statement from the Landlord.
- (g) The Outgoings must be calculated on an accrual basis. If any Outgoings relate to a period outside any Accounting Period, or to any land or premises outside the Premises, the Landlord may apportion those Outgoings in accordance with the exercise of its reasonable discretion.
- (h) The Landlord is not required to audit the Outgoings. If the Tenant requests an audit of the Outgoings, then the Tenant must pay the cost of that audit.

5. OTHER CHARGES

5.1 Services

The Tenant must pay for all Services it consumes, including cleaning, within the time required by each Service provider if assessed directly against the Tenant, or if assessed against the Landlord within 7 days of written request. The Tenant must pay any access or connection charges charged by authorities or the Landlord in relation to the provision of Services to the Premises. The Landlord is responsible for the connection and provision of hot water to the Premises. If the Tenant installs toilets in Premises, the Tenant must pay the sewerage and pedestal charges imposed by the local authority.

5.2 Special Services

The Tenant must pay to the Landlord within 7 days of written request the Landlord's additional or unusual costs, charges and expenses arising from any alterations, repairs or maintenance to the Premises requested by the Tenant or in providing any special, additional or unusual services for the Tenant.

6. RENT REVIEW

6.1 Rent Review

On each date inserted in Item 2 of the Reference Schedule, the Rent will be increased by:

An amount represented by A where:

$$A = B \times C$$

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Where B = The CPI Percentage Change

Where C = The Rent payable immediately prior to the Rent Review Date

6.2 Market Review

If a market review date has been inserted in Item 5 of the Reference Schedule the following provisions apply:

- (a) The Landlord may give a notice to the Tenant setting out the market rent at any time from 3 months before a market review date up until 1 month before the market review date.
- (b) If the Landlord and Tenant have not agreed on the market rent within 30 days of a market review date or within 30 days of the Landlord's notice under (a) if it is served after the market review date, the dispute must be referred for determination by a Valuer agreed by the Landlord and Tenant, or failing agreement, to be nominated by:
 - (i) if the Act applies – the chief executive administering the Act; or
 - (ii) otherwise – the President of the Queensland Division of the Australian Property Institute at the request of the Landlord or the Tenant.
- (c) The Valuer must determine the current market rent as at the particular market review date acting as an expert and not as an arbitrator and give written reasons within 1 month of his appointment.
- (d) The Valuer's determination is final and binding on the Landlord and Tenant.
- (e) The Valuer's costs must be shared equally by the Landlord and Tenant.
- (f) The valuation by the Valuer must take into account the use of the Premises and any areas licensed to the Tenant or available for use by the Tenant but it must not take into account the value of the goodwill of the Tenant's Business.

6.3 Payment of Reviewed Rent

- (a) Any variation in Rent under clauses 6.1 or 6.2 takes effect on the review date and within 14 days of the determination, the Tenant or the Landlord must pay or credit any adjustment (as applicable).

6.4 Proviso

- (a) If the Rent would decrease following any review under clause 6.2, the Rent effective from the relevant review date will be the Rent applicable immediately before that review date.
- (b) Clause 6.4(a) does not apply if the Act applies to this Lease.

7. USE OF PREMISES

- 7.1 The Tenant must use the Premises for the Permitted Use and must not use the Premises for any other use.
- 7.2 The Tenant must operate the Tenant's Business according to proper business practices and in accordance with the CMS and any other reasonable requirements of the Body Corporate.
- 7.3 The Tenant must trade from the Premises during the customary hours for that type of business.
- 7.4 The Tenant must pay all costs of opening and operating the Premises during all hours of operation of the Tenant's Business.
- 7.5 The Tenant must not block any corridors or passages outside the Premises and must not place boxes, pallets or any other material of any description outside the Premises.
- 7.6 The Tenant must only trade from the Premises during those hours permitted both by law and the CMS.

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8. PAYMENT OF MONEY

- 8.1 The Tenant must pay Rent and any other money under this Lease by the method and to the person the Landlord requires without set-off, counterclaim, withholding or deduction.
- 8.2 The Landlord is not required to make demand for any amount payable by the Tenant unless this Lease requires.
- 8.3 If the Tenant does not pay any amount payable by it under this Lease on time, it must pay, on demand by the Landlord, interest on the outstanding amount from when it becomes due for payment until it is paid. Interest will be calculated on daily balances at a rate 3% above the rate quoted on the day of demand by the Landlord's bank on an unsecured overdraft in excess of \$100,000.

9. TENANT TO INSURE

- 9.1 The Tenant must maintain policies of insurance in the joint name of the Tenant and the Landlord for:
- (a) public risk insurance for at least \$20,000,000 (or as varied by notice from the Landlord);
 - (b) plate glass insurance against all risks specified by the Landlord;
 - (c) insurance of the Tenant's property in the Premises to its full replacement value;
 - (d) other insurances which are required by law or which, in the Landlord's reasonable opinion, are required in connection with the Tenant's Business; and
 - (e) business interruption insurance.
- 9.2 The Tenant must give the Landlord a copy of the policy and a certificate of currency of any insurance required by this clause when asked to do so.
- 9.3 If an insurance policy required by this Lease is cancelled or an event occurs which may allow a claim or affect rights under such a policy the Tenant must notify the Landlord.
- 9.4 The Tenant must not do anything on the Premises which may increase an insurance premium payable in connection with the Premises.
- 9.5 The Tenant must not enforce, conduct, settle or compromise claims under any insurance policy required by this Lease without the Landlord's consent.

10. TENANT'S INDEMNITY

- 10.1 The Tenant is liable for and indemnifies the Landlord against liability or loss arising from, and cost incurred in connection with damage, loss, injury or death caused to any property or persons in or about the Premises, or in or near the Land (but within the Building), which is caused or to the extent contributed to by the act, negligence or default of the Tenant or of its employees and agents. Any indemnity by the Tenant may be enforced by the Landlord before the Landlord outlays any expense.
- 10.2 The Tenant releases the Landlord from any liability or loss arising from, or cost incurred in connection with:
- (a) damage, loss, injury or death unless it is caused by the act, negligence or default of the Landlord or its employees or agents; and
 - (b) anything the Landlord is permitted to do under this Lease; and
 - (c) a Service being interrupted or not working properly.
- 10.3 Each indemnity is independent from the Tenant's other obligations and continues during this Lease and after it expires.

11. TENANT'S OBLIGATIONS

- 11.1 The Tenant must:

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- (a) keep the Premises secure when they are unoccupied. Unless the Landlord advises, it is the Tenant's responsibility to maintain security for the Premises;
 - (b) obtain any permits, comply with all laws and comply with the requirements of authorities in connection with the Premises, the Tenant's Business, and the occupation of the Premises;
 - (c) observe maximum load weights throughout the Building and obtain the Landlord's approval before moving large objects through the Building;
 - (d) inform the Landlord of damage to the Building or the Premises or of faulty Services immediately when the Tenant becomes aware of it;
 - (e) keep the Premises free of vermin;
 - (f) fix any damage caused by the Tenant to the Building;
 - (g) keep the Premises clean and tidy, including the interior and exterior of any shopfront to the Premises and any part of the Common Property within the Building immediately adjacent to the Premises;
 - (h) maintain the waste pipes, drains and conduits originating within the Premises in a clean, clear and free flowing condition between their points of origin and their entry into any trunk drain and immediately clear any blockage;
 - (i) comply with the Landlord's reasonable requirements regarding the operation of the Air Conditioner and lifts in the Building;
 - (j) comply with all fire regulations and must co-operate with the Landlord and the Body Corporate in performing fire drills and emergency evacuation procedures and must pay for any fees charged for false fire alarms caused by it or emanating from the Premises;
 - (k) keep all activity, storage and rubbish contained inside the Premises, unless approved by the Landlord;
 - (l) maintain and keep clean any mechanical exhaust fans within the premises;
 - (m) comply with the CMS; and
 - (n) comply with any reasonable requirements of the Body Corporate.
- 11.2 The Tenant must not:
- (a) keep any animals on the Premises; or
 - (b) make any alterations to the Premises; or
 - (c) store or use inflammable substances on the Premises except as is reasonably necessary for the Tenant's Business; or
 - (d) do anything which is annoying, dangerous or offensive; or
 - (e) do anything which may damage the Premises or cause any offensive odours, loud noise, nuisance, disturbance or annoyance in the Building or to other occupiers of the Building; or
 - (f) use the Building's facilities or Services for anything other than their intended purpose; or
 - (g) install amusement machines without the Landlord's approval; or
 - (h) erect signs, notices without the Landlord's approval; or
 - (i) hold fire sales on the Premises.
- 11.3 Subject to the CMS and any other reasonable requirements of the Body Corporate, the Tenant and its employees and agents may use the Common Property for the purposes for which they are intended
- 11.4 The Tenant acknowledges that the Premises were in good repair at the Commencement Date.
- 11.5 The Tenant acknowledges that the Landlord may enforce its rights against the Tenant whether or not the Landlord enforces its rights against other tenants or occupiers of the Building.

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- 11.6 The Tenant may not terminate this Lease or alter any payments because a Service is interrupted or fails or because the Landlord's plant or equipment breaks down.

12. LANDLORD'S RIGHTS AND OBLIGATIONS

Landlord's Obligations

- 12.1 While the Tenant complies with its obligations under this Lease, it may occupy the Premises during the Term without interference by the Landlord.
- 12.2 The Landlord must:
- (a) do everything reasonably necessary to obtain the consent of anyone it must obtain in relation to this Lease;
 - (b) take all reasonable steps to have the Body Corporate keep the Services available to the Premises;
 - (c) take all reasonable steps to have the Body Corporate keep the plant and equipment in the Building in good working order; and
 - (d) if it transfers its interest in the Land and this Lease is not registered, ensure the new landlord signs a deed with the Tenant binding the new landlord to the terms of this Lease.
- 12.3 The Landlord warrants that it has obtained any necessary consents and approvals in connection with the construction of the mezzanine level inside the Premises.
- 12.4 The Landlord confirms the mezzanine level has been used for office and ancillary purposes for several years. If at any time the Tenant is notified by any authority that other approvals are required for the use of the mezzanine level for the Permitted Use, the Landlord must apply for and obtain those approvals and provide evidence to the Tenant once they are obtained.

Landlord's Rights

- 12.5 The Landlord may:
- (a) permit functions, displays and other activities in the Building;
 - (b) vary Building Rules or make Building Rules which are consistent with this Lease in connection with the operation, use and occupation of the Building. Any new Building Rules will be notified to the Tenant and binding on the Tenant as a condition of this Lease from the day after the Landlord's notice;
 - (c) carry out any works on the Land but must do everything reasonably necessary to minimise interference with the Tenant's Business;
 - (d) enter the Premises at reasonable times on reasonable notice to see if the Tenant is complying with its obligations under this Lease or to do anything it must or may do under this Lease. If the Landlord, acting reasonably, decides there is an emergency, the Landlord may enter at any time without notice;
 - (e) after giving reasonable notice, enter the Premises to show prospective purchasers or tenants through the Premises except that, if the Tenant has any remaining options to renew this Lease, the Landlord must not show the Premises to prospective tenants unless the Tenant has failed to exercise any such option within the time required;
 - (f) display for a reasonable time from the Premises a sign indicating that the Premises are for lease except that, if the Tenant has any remaining options to renew this Lease, the Landlord must not show the Premises to prospective tenants unless the Tenant has failed to exercise any such option within the time required;
 - (g) stop the Tenant entering the Premises if the Landlord decides there is an emergency.
 - (h) grant easements or other rights over the Land;

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- (i) at the Tenant's cost, do anything which the Tenant should have done under this Lease but which it has not done or has not done properly (in the Landlord's reasonable opinion); and
- (j) appoint an agent to carry out any of its rights or perform any of its obligations under this Lease, provided that, in so doing, the Landlord minimises as much as is possible, any interference with the Tenant's use and occupation of the Premises.

12.6 Notwithstanding anything in this Lease, unless there is an emergency, the Landlord may only enter the Premises if:

- (a) the Landlord has given the Tenant prior written notice; and
- (b) in the company of the Tenant's representative (provided the Tenant makes a representative available at the appointed time).

Body Corporate Rights

12.7 The Tenant acknowledges that the Body Corporate may:

- (a) close the Common Property for as long as it reasonably considers necessary;
- (b) restrict access to delivery and pick-up areas;
- (c) change the direction or flow of pedestrian or vehicular traffic into, out of or through the Building; or
- (d) change the name of the Building or the Scheme.

13. SIGNAGE

13.1 The Tenant shall not install or erect any signage on the external surface of the Building which is visible from outside the Building, without the prior written consent of the Landlord and (if required) the Body Corporate.

13.2 Any signage approved by the Landlord must not be erected until:

- (a) plans and specifications;
- (b) the style of lettering and method of lighting;
- (c) the manner and method of construction; and
- (d) the size and location of the signage,

has been approved in writing by the Landlord. In seeking the Landlord's approval the Tenant shall submit plans and specifications for the proposed signage and the Landlord may require as a condition of its consent that:

- (e) any work is supervised by consultants appointed by the Landlord;
- (f) any work is carried out by contractors or tradesmen approved by the Landlord in such a manner so as not to prevent or hinder the use of the Building by other tenants and invitees;
- (g) upon completion of the erection or installation of the signage, the Tenant shall produce to the Landlord any certificates of compliance required by any authority.

13.3 The Tenant must:

- (a) at its own cost and expense obtain any and comply with all permits and licenses required from time to time from the local council and all other authorities for the construction and maintenance of that signage;
- (b) pay for the cost of erection and operation of the signage including the cost of installation of separate metering of any electricity supply to the signage;
- (c) keep, clean and maintain the signage in good order, repair and condition;

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- (d) construct and maintain the signage at its sole risk and pay any and all damages to persons as well as to property that may in any way or in any manner be caused by construction or maintenance or operation of the signage;
- (e) indemnify and keep indemnified the Landlord and hold the Landlord free and harmless from any and all loss, cost, expense and damages to which the Landlord may be put by reason of the construction, maintenance or operation of the signage;
- (f) on the expiry or earlier determination of the Term without delay remove the signage and at its cost make good any damage to the Building caused by that removal. If the Tenant has not removed the signage by the expiry or earlier determination of the Term, the Landlord may remove it and reinstate the Building and the cost of such removal and reinstatement will be a debt due and payable by the Tenant to the Landlord and the property in the signage shall vest in the Landlord who may deal with it as it sees fit.

14. ALTERATIONS TO PREMISES

Approval for Works

- 14.1 The Tenant must not carry out any works to the Premises without the Landlord's prior written approval. The Landlord's approval may be given subject to terms and conditions the Landlord decides are appropriate.
- 14.2 Any application for the Landlord's consent must include all plans, specifications and finishes for the proposed works including proposed variations to the base Building Services.
- 14.3 The Tenant must ensure that any works it does are done in a proper and workmanlike manner and in accordance with all laws and the requirements of authorities.
- 14.4 The Tenant must pay all costs of any works it does pursuant to this clause including the Landlord's reasonable costs incurred in considering, in approving and supervising those works. If there are proposed changes to the base Building Services, those changes will be designed by the Landlord's consultants at the Tenant's cost.
- 14.5 The Landlord may not require the Tenant to carry out structural work to the Premises unless it is required because of the use or occupation of the Premises by the Tenant or the negligence or default or deliberate act of the Tenant or of its employees and agents.

Tenant's obligation to maintain

- 14.6 The Tenant must:
 - (a) keep the Premises and any fixtures, fittings, furnishings and other property owned by the Tenant in good repair excluding fair wear and tear;
 - (b) replace damaged items in the Premises (including plate glass, any property owned by the Tenant (other than stock) and those floor coverings and furnishings owned by the Landlord); and
 - (c) repaint, refurbish and professionally clean the Premises and the fixtures of the Tenant's Business at least once during the Term.

15. DEALINGS WITH THE PREMISES

Assignment Conditions

- 15.1 During the Term, the Tenant may only assign this Lease if:
 - (a) it satisfies the Landlord that the proposed tenant is financially secure and has experience to run the Tenant's Business and a good reputation; and
 - (b) there is no current breach of this Lease; and
 - (c) the Tenant pays the Landlord's reasonable costs in relation to giving its consent including the costs of investigating the proposed assignee; and

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- (d) the Tenant and the proposed tenant sign a deed of consent (in a form required by the Landlord) and comply with any other reasonable requirements; and
- (e) any personal or bank guarantee reasonably required by the Landlord from the proposed tenant or any or all of its directors or shareholders is provided; and
- (f) the Landlord has obtained (which the Landlord must promptly apply for) from its mortgagee any consents it may be required to obtain; and
- (g) the Tenant pays all the Landlord's reasonable fees and expenses in the investigation of the new tenant (and any guarantors) and for the proposed transfer, including the cost of obtaining the mortgagee's consent and the Landlord's reasonable legal costs.

15.2 If the Tenant satisfies clause 15.1 the Tenant (as the assignor) and Guarantor must be released in relation to any future liability under the lease or the guarantee.

Change in Shareholding

15.3 Unless the Tenant is a company listed on the Australian Stock Exchange or is wholly owned by such a company, any proposed change in the shareholding of the Tenant or its holding company so that there is a change in more than 50% of the shares giving a right to vote at general meetings then that proposed change is a proposed assignment of this Lease and clause 15.1 applies.

No Sublease

15.4 The Tenant may not sublet the Premises or grant any licence, franchise or concession in relation to the Premises or the Tenant's Business without the Landlord's prior consent which will not be unreasonably withheld or delayed once the Tenant has provided details to the Landlord for the Landlord's consideration. The Landlord will not withhold consent to the subleases entered into with the current tenants of the Premises on the commencement date of the original term.

Mortgage of Tenant's property

15.5 The Tenant must not mortgage or charge any of its property in the Premises or this Lease including the Tenant's Business without the Landlord's approval. The Landlord must not unreasonably withhold its approval.

16. EXPIRY OR TERMINATION

- 16.1 On the earlier of the Expiry Date and the date this Lease is terminated the Tenant must vacate the Premises.
- 16.2 The Tenant must leave the Premises in a neat and tidy condition, having regard to the Tenant's obligations under clause 14.6.
- 16.3 The Tenant must leave the Premises in a satisfactory condition and if required by the Landlord return the Premises to their original condition (being the condition of the Premises as at the Commencement Date of this Lease) including, but not limited to:
 - (a) removing any partitions erected by it;
 - (b) painting walls and columns in a colour nominated by the Landlord;
 - (c) removing floor coverings and replacing them with floor coverings of a similar standard;
 - (d) resealing any floor penetrations made by it;
 - (e) replace any marked or broken ceiling tiles;
 - (f) removing ancillary airconditioning and associated works other than the Air Conditioner;
 - (g) replacing all defective fluorescent tubes and other light bulbs; and
 - (h) removing all additional wiring, cabling and associated items.

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16.4 Before vacating the Premises, the Tenant must remove from the Premises and the Building:

- (a) all of its loose items of personal property;
- (b) all signage; and
- (c) all of its equipment, fittings and furnishings and anything constructed or installed by the Tenant (even if paid for by the Landlord) which the Landlord requires to be removed from the Premises before vacating,

and must make good any damage caused by the removal. If the Tenant does not remove all of those items from the Premises before vacating, then those items will be deemed to be abandoned by the Tenant and the Landlord may deal with them in any way it sees fit.

16.5 If the Tenant does not remove any property from the Premises, the Landlord may treat that property as abandoned and deal with it in any way it sees fit at the Tenant's expense.

16.6 Expiry or termination of this Lease does not affect the Tenant's obligation to make payments under this Lease for earlier periods or to give information to the Landlord to enable it to calculate amounts payable.

17. HOLDING OVER

17.1 The Tenant may only occupy the Premises after the Expiry Date with the Landlord's approval. If the Landlord allows, the Tenant may remain on the Premises:

- (a) under a monthly tenancy;
- (b) at a rent which is one twelfth of the Rent; and
- (c) on the same terms as this Lease except for those changes necessary to make this Lease appropriate for a monthly tenancy.

18. DAMAGE AND DESTRUCTION OF PREMISES AND ABATEMENT

18.1 Abatement of Rent

If the Premises or the Building or both are damaged or destroyed by fire, lightning, storm, tempest or other disabling cause or if the Premises or any part of the Premises are unable to be lawfully occupied (without any act, error, omission, neglect or default by the Tenant or the Tenant's Associates) and as a result the Premises are substantially and continuously unfit or accessible for the Tenant's use or occupation, then:

- (a) the Rent and other money payable under this Lease or a proportion of that Rent and other money will be reduced according to the type and extent of the damage or the proportionate area of the Premises that is directed to not be able to be lawfully occupied by any relevant governmental authority, from the date of the damage or the date of any direction from the authority; and
- (b) the Tenant must continue to use any part of the Premises that is useable, safe and accessible and to obey this Lease as far as possible; and
- (c) clause 14.6 ceases to apply according to the type and extent of the damage or the proportionate area of the Premises that is directed to not be able to be lawfully occupied by any relevant governmental authority, from the date of the damage or the date of any direction from the authority.

18.2 Consequences

- (a) If the Landlord gives the Tenant a notice to the effect that the Landlord or the Body Corporate considers that the damage makes repair of the Premises or the Building impracticable or undesirable, the Landlord or (if the damage has not resulted from any act, error, omission, neglect or default by the Tenant or the Tenant's Associates) the Tenant may terminate this Lease by giving 14 days notice to the other. The Landlord is not liable to pay the Tenant compensation for the termination.

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- (b) If the Landlord or the Body Corporate fails to commence repairing the damage within a reasonable time (but in any event, within 4 months of the damage occurring) after the Tenant asks and proceeds to complete the repairs within a reasonable time and the Tenant or the Tenant's Associates have not caused or contributed to the damage or destruction, the Tenant may terminate this Lease by giving 7 days notice to the Landlord. This clause does not affect any right of the Landlord to recover damages from the Tenant in respect of any damage or destruction. The Landlord is not liable to pay the Tenant compensation for the termination.

19. DEFAULT

Breach

19.1 The Tenant will be in breach or default:

- (a) if the Rent is not paid when it is due; or
- (b) if any other moneys payable by the Tenant to the Landlord have not been paid when due or (if payable on demand) after the making of the demand; or
- (c) if the Tenant has not effected the repairs required by any notice given by the Landlord within the time prescribed; or
- (d) if the Tenant fails to observe perform or fulfil any of the other terms covenants conditions and restrictions in this Lease on the part of the Tenant (whether positive or negative) required by any notice given by the Landlord and such failure continues for 14 days; or
- (e) if the Tenant being a company enters into liquidation (otherwise than for the purpose of reconstruction) or if a receiver or official manager or an administrator is appointed; or
- (f) if the interest of the Tenant under this Lease is attached or taken in execution under any legal process; or
- (g) if the Tenant proposes to or enters into any arrangement or composition with its creditors; or
- (h) if the Tenant being an individual commits any act of bankruptcy pursuant to the *Bankruptcy Act 1966* (Cth) or becomes a bankrupt.

Non-Waiver

- 19.2 The waiver by the Landlord of any breach by the Tenant will not in any circumstances be construed to permit the Tenant to repeat or continue that breach or any other.
- 19.3 The Landlord's acceptance of rent or other money under this Lease (before or after termination) is not a waiver of a breach or any acceptance of the repudiation of this Lease by the Tenant.

Forfeiture of Lease

- 19.4 If the Tenant has made default the Landlord may, in addition to any other remedies it may have, at its option:
 - (a) Subject to giving any prior demand or notice required at law, re-enter into and take possession of the Premises (by force if necessary) and eject the Tenant and all other persons from them; or
 - (b) by notice in writing to the Tenant terminate this Lease and from the date of giving such notice this Lease will be terminated; or
 - (c) by notice in writing to the Tenant elect to convert the Term into a monthly tenancy and this Lease will be terminated from such notice and the Tenant will hold the Premises as monthly tenant at a monthly rental equal to one twelfth of the Rent payable under this Lease at the date of giving the notice but otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.
- 19.5 The Landlord may upon re-entry remove from the Premises any contents of every description including all plant equipment and fittings and fixtures of the Tenant in or about the Premises and store them at

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the cost of and for the account of the Tenant without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage.

- 19.6 Any moneys tendered by the Tenant after the termination of this Lease may be and (in the absence of any express election by the Landlord) will be accepted and applied firstly on account of the Landlord's costs of re-entry and secondly on account of any Rent and other moneys due but unpaid at the date of termination.
- 19.7 If the Landlord exercises its right of re-entry or otherwise terminates this Lease then, the Landlord may recover from the Tenant damages for breach of this Lease including compensation for Rent and other amounts that would have been payable after the date of termination until the Expiry Date.
- 19.8 Each obligation of the Tenant to pay money and its obligations to only use the Premises for the permitted use, not to assign or sublet without consent, to keep the Premises in repair and to take out the insurance policies required under this Lease are essential terms of this Lease. Other obligations under this Lease may also be essential terms.
- 19.9 If the Tenant abandons the Premises or repudiates this Lease prior to the expiration of the Term then the Tenant will remain liable for the payment of the Rent and the payment of the other monies payable until the Landlord (without being under any obligation to) finds another person who is prepared to accept a Lease of the Premises on terms and conditions satisfactory to the Landlord in which case the Landlord may terminate this Lease and lease the Premises to that person.
- 19.10 The Landlord may without prejudice to any other remedy sue the Tenant for any moneys which may from time to time become due and owing by the Tenant to the Landlord and in particular the Landlord may sue for any instalments of Rent as and when they become due and later may separately sue for any further sum or sums which are due and owing by the Tenant to the Landlord.
- 19.11 Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then.

20. OPTION

20.1 If an Option to Renew has been inserted in Item 7 of the Reference Schedule and the Tenant:

- (a) wishes to lease the Premises for the Further Lease;
- (b) notifies the Landlord not more than 6 months and not less than 3 months before the Expiry Date; and
- (c) is not in breach of this Lease on the date of that notice or the Expiry Date,

the Landlord will grant the Further Lease of the Premises to the Tenant, being on the same terms and conditions as this Lease, except that in the Further Lease:

- (d) the reference schedule will be varied as follows:

Item 1 Rent	An amount determined by following the procedure set out in clause 6.2
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Item 7 Options to Renew	The earliest option will be deleted; and
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- (e) if the number of options in Item 7 would be nil, this clause 20.1 which will be deleted.

20.2 The Landlord and Tenant must sign the Further Lease within a reasonable time.

21. AIR CONDITIONER AND ROLLER DOOR

- 21.1 The Tenant must at its own cost, arrange a contract to be entered into for repair and maintenance of the Air Conditioner, repair and maintenance of any automatic door, repair and maintenance of any roller door, repair and maintenance of all exit and emergency lighting and any other fire safety, protection device installed in the Premises. The Tenant must provide the Landlord with evidence of the existence and currency of those contracts within 7 days of the Landlord's request.

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- 21.2 Without limiting the preceding clause, if the Landlord has provided an Air Conditioner to supply the Premises exclusively, the following provisions apply:
- (a) The Landlord makes no statement about the suitability of the Air Conditioner to properly service the Premises for the Permitted Use.
 - (b) If the Tenant wishes to make any change to the Air Conditioner or to the provision of conditioned air to the Premises, it must first obtain the Landlord's written consent and comply with all reasonable requirements of the Landlord.
 - (c) The Tenant is responsible for maintaining and repairing the Air Conditioner and must enter into a preventative maintenance contract for the regular inspection, repair and maintenance of the Air Conditioner. That contract must be with a contractor approved by the Landlord. The Tenant will provide a copy of the contract to the Landlord within 7 days of the Landlord's request.
 - (d) The Tenant is responsible for the costs of maintaining and repairing the Air Conditioner except for the cost of replacement of any major capital item that requires replacement for reasons other than the failure of the Tenant to properly maintain the Air Conditioner as required by this Lease.

22. COSTS, CHARGES AND EXPENSES

- 22.1 The Tenant must pay:
- (a) its own legal costs in relation to this Lease and any other document; and
 - (b) survey fees associated with the registration of this Lease; and
 - (c) all stamp duty and registration fees on this Lease; and
 - (d) on demand, the Landlord's reasonable costs and expenses for:
 - (i) negotiating, preparing, executing, stamping, registering any documents relating to this lease other than this Lease; and
 - (ii) obtaining any consents (including mortgagee consents) the Landlord must obtain before giving approvals, considering requests for approvals and exercising rights; and
 - (iii) any steps taken or matters conducted by the Landlord if the Tenant breaches this Lease.

23. DISPUTES

- 23.1 The Expert will be an appropriately qualified person appointed by the parties by agreement, or, in default of agreement within 7 days by the President of the Queensland Law Society Incorporated.
- 23.2 If there is a dispute under this Lease either party may give the other a notice requiring the dispute to be settled by the Expert.
- 23.3 The Expert acts as an expert and not as an arbitrator and must give a written decision including reasons. Unless there is manifest error, the Expert's decision is final and binding on both parties.
- 23.4 The Expert may enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate.
- 23.5 The parties may make submissions to and must give the Expert every assistance required.
- 23.6 Each party must pay its own costs in connection with the dispute. The Expert's costs must be shared equally by the Landlord and Tenant.

24. BCCM ACT

- 24.1 The Tenant acknowledges that it takes its interest under this Lease subject to the BCCM Act.
- 24.2 The Tenant accepts;
- (a) the by-laws, lot entitlements and all other matters contained in the CMS;

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- (b) any easements, rights or restrictions noted on the title to the Premises or given or imposed by the BCCM Act;
 - (c) any lease, easement or other right over any part of the Common Property to any authority, the owner of any adjoining lot or the owner of another lot in the Scheme.
- 24.3 The Tenant acknowledges receipt of a copy of the CMS in force as at the Commencement Date. The Tenant further acknowledges that:
- (a) it must comply with the CMS for the duration of the Term;
 - (b) a breach of any requirement in the CMS will amount to a breach of this Lease; and
 - (c) the Landlord is not responsible to the Tenant for any failure by the Body Corporate to enforce the by-laws or other arrangements in the CMS.
- 24.4 The Tenant acknowledges:
- (a) the Body Corporate has exclusive control and management or the right to arrange exclusive control and management of the Common Property;
 - (b) the Body Corporate may do anything it decides or allow anything to occur in and to the Common Property;
 - (c) the location of any Car Park may be separated from the Building by public streets or easements;
 - (d) the Body Corporate may relocate the driveways, entrances and exits and change the boundaries and locations of any Car Park and may re arrange or add additional parking spaces in any Car Park; and
 - (e) if required by the Body Corporate the Tenant must prevent its employees and others it can control from parking their motor vehicles in any Car Park except pursuant to any rights granted to the Landlord or the Tenant by the Body Corporate.
- 24.5 The Tenant acknowledges the Body Corporate may extend, vary, modify, alter, renovate, re design or rebuild the Building and may, for example:
- (a) use the air space above any part of the Building including for the construction of additional floors;
 - (b) provide additional parking facilities;
 - (c) interrupt the water, gas, electrical, air conditioning and other Services to the Premises and the Building;
 - (d) alter the entrance to and exits from the Premises;
 - (e) alter vehicle or pedestrian access to or in the Building;
 - (f) move or change the direction, area, level, number or location of the Common Property;
 - (g) vary the number or composition of car parking spaces in any Car Park; and
 - (h) construct buildings or improvements on the Common Property.
- 24.6 The Tenant covenants it has no right of action against the Landlord in damages nor will the Tenant make any claim or commence any actions or proceedings against the Landlord for any costs, losses and expenses (including consequential loss, economic loss, loss of profits or any consequential damages) in relation to any acts or omissions by the Body Corporate or pertaining to any matters relating to the Body Corporate's rights and obligations.
- 24.7 The Tenant will have the benefit of any areas of Common Property allocated for the exclusive use of the Landlord (such as for car parking or storage) free of charge.

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25. CAR PARKING LICENCE

- 25.1 Subject to this Lease, the Landlord licenses to the Tenant and the Tenant takes a licence of that part of the Building comprising the Car Parking Spaces for the Term.
- 25.2 The licence to the Tenant of Car Parking Space is subject to the Landlord reserving the right to:
- (a) install, maintain, use, repair, alter or replace any pipes, wires, tubes, conduits, ducts or cables under the Car Parking Spaces; and
 - (b) pass or run water, air, electricity, sewerage, drainage, gas and any other substance through those pipes, wires, tubes, conduits, ducts or cables.
- 25.3 The Tenant may not do anything in the Car Parking Spaces or the Building that may:
- (a) increase the rate of any insurance of the Car Parking Spaces or the Building or any property in them;
 - (b) vitiate or render void or voidable any insurance in respect of the Car Parking Spaces or the Building or any property in them; or
 - (c) conflict with any laws or requirements of the Landlord's insurer(s) relating to fire or fire safety or fire prevention or with any insurance policy in respect of the Car Parking Spaces or the Building or any property in them.
- 25.4 The Tenant must obtain the Landlord's consent before it uses the Car Parking Spaces other than for the parking of private motor vehicles (the tare weight of any not to exceed 2 tonnes) belonging to the Tenant or the Tenant's employees or invitees.
- 25.5 The Tenant may not use the Car Parking Spaces for storage.
- 25.6 The Tenant may not clean, grease, repair or wash any motor vehicle on the Land or in any part of the Car Parking Spaces.
- 25.7 The Tenant must comply with the directions of the Landlord and the Landlord's employees in relation to the use of the Car Parking Spaces.
- 25.8 The Tenant must observe any traffic rules and notices installed in the Building regulating the flow and direction of traffic.
- 25.9 The Tenant must keep the Car Parking Spaces clean and clear of all rubbish and deliver up the Car Parking Spaces in a clean condition at the Expiry Date or earlier termination of the Lease and with all keys and access cards supplied to the Tenant.
- 25.10 Subject to this Lease, the Tenant may use the Car Parking Spaces in accordance with this Lease at any time.
- 25.11 In the event of:
- (a) the expiration;
 - (b) the surrender; or
 - (c) the determination, re-entry or forfeiture,
- of the Lease, the licence granted under this clause will end and the Tenant must promptly remove any motor vehicle and any property in the Car Parking Spaces from the Land.
- 25.12 If the Tenant does not remove any motor vehicles or any property in the Car Parking Spaces from the Land at the request of the Landlord, the Tenant agrees that:
- (a) the Landlord may remove and store the motor vehicle and any property in the manner as the Landlord decides at the risk and at the cost of the Tenant; or

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- (b) the Landlord may treat the motor vehicle and any property as if the Tenant had abandoned its interest in them and they had become the property of the Landlord, and deal with them in the manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.
- 25.13 The Tenant must indemnify and keep indemnified the Landlord in respect of the removal and storage of any motor vehicle or any property by the Landlord from the Car Parking Spaces and also in respect of all claims which the Landlord may suffer or incur at the suit of any person (other than the Tenant) claiming an interest in the motor vehicle or any property by reason of the Landlord removing the motor vehicle or any property from the Car Parking Spaces.
- 25.14 The Tenant must pay the Landlord as a liquidated debt any costs incurred by the Landlord in exercising its rights to remove any motor vehicle or any property from the Car Parking Spaces including any amount over the amount received in the disposal of the motor vehicle or any property.
- 25.15 The Tenant agrees that the Landlord is not liable for:
 - (a) any loss or damage to any motor vehicle in the Car Parking Spaces or the Common Area;
 - (b) any loss or damage to goods or articles left in any motor vehicle;
 - (c) any injury or damage done or suffered by any person in the Car Parking Spaces or the Common Area; or
 - (d) any damage directly or indirectly caused by arising from rain or other water or liquid flowing or leaking into the Car Parking Spaces.
- 25.16 The Tenant indemnifies and agrees to keep the Landlord indemnified in connection with any loss suffered by the Landlord from any failure by the Tenant to perform the Tenant's obligations under this clause.

26. FIRST RIGHT OF REFUSAL

- 26.1 If during the Term the Landlord intends to sell the Land and/or Unit 4, 57-59 Oxford Street, Bulimba (**Adjoining Lot**), the Landlord must first offer the Land and/or Adjoining Lot (as the case may be) for sale to the Tenant by written notice (**Landlord's Offer**) with:
 - (a) a contract of sale and include the particulars of the:
 - (i) lot title;
 - (ii) sale price; and
 - (iii) deposit, and
 - (b) a disclosure statement pursuant to section 206 of the *Body Corporate and Community Management Act 1997*.
- 26.2 The Tenant has 14 days from receipt of the Landlord's Offer to accept the Landlord's Offer by submitting the signed contract with payment of the deposit to the Landlord.
- 26.3 If the Tenant accepts the Landlord's Offer in accordance with clause 26.2, the Landlord will sign the contract and return it to the Tenant.
- 26.4 If the Tenant does not submit a contract and pay the deposit to the Landlord in accordance with clause 26.2, the Landlord is free to offer that space to any other person without further reference to the Tenant and this clause 26 will no longer apply.
- 26.5 This clause 26 does not apply if the Landlord sells the Land or Adjoining Lot by auction, but in that event the Landlord will give notice of the proposed auction to the Tenant.

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27. BANK GUARANTEE

- 27.1 On or before the Commencement Date, the Tenant must deliver the Bank Guarantee to the Landlord as security for all obligations of the Tenant under this Lease.
- 27.2 If the Tenant does not comply with any of its obligations under this Lease (including during any extension or holding over), whether this Lease is registered or not, then the Landlord may, without notice to the Tenant, call on the Bank Guarantee to compensate the Landlord for loss or damage due to the Tenant's breach. The Landlord does not waive the Tenant's breach by calling on the Bank Guarantee and no other rights of the Landlord arising from that breach are affected.
- 27.3 If the Rent increases or if the Landlord calls on the Bank Guarantee, then the Landlord may give the Tenant a notice asking for a replacement or additional Bank Guarantee so that the amount guaranteed is the amount set out in Item 9.
- 27.4 The Tenant must at all times during the Term ensure that the Bank Guarantee is kept current and enforceable.
- 27.5 If the Bank Guarantee has an expiry date which is earlier than 60 days after the Expiry Date of the Term, the Tenant must (whether demanded by the Landlord or not) provide a replacement Bank Guarantee to the Landlord no later than 2 months before the expiry date on the Bank Guarantee. If it does not, then the Landlord may present the Bank Guarantee and hold the amount paid as a Security Deposit pursuant to this Lease.
- 27.6 If the Landlord sells or transfers the Land, the Landlord may give the Tenant a notice asking for a replacement Bank Guarantee in favour of the new owner of the Land.
- 27.7 The Tenant must deliver a replacement or additional Bank Guarantee to the Landlord no later than 14 days after the Landlord asks for it.
- 27.8 Unless the Landlord has commenced proceedings against the Tenant or the Tenant is holding over, the Landlord must return the Bank Guarantee to the Tenant within 6 months after the Expiry Date.

28. SECURITY DEPOSIT

- 28.1 In lieu of the Tenant providing the Bank Guarantee pursuant to clause 27 of this Lease, the Tenant may pay to the Landlord the Security Amount as a cash bond ("Bond") as security for the obligations of the Tenant under this Lease.
- 28.2 If the Tenant does not comply with any of its obligations under this Lease during the Lease Term (including any extension or holding over), then the Landlord may appropriate the whole or part of the Bond without notice to the Tenant.
- 28.3 If the Landlord appropriates the whole or any part of the Bond pursuant to clause 28.2 or if the Rent increases, the Landlord may give the Tenant a notice requiring it to pay an additional amount so that the Bond held is the Security Amount.
- 28.4 The Tenant must pay any additional amount towards the Bond under this clause to the Landlord no later than 14 days after the Landlord asks for it.
- 28.5 If the Tenant assigns this Lease, the Bond shall be held by the Landlord on behalf of the assignee in accordance with this clause.
- 28.6 If the Landlord sells the Land, control of the Bond shall be vested in the buyer.
- 28.7 Unless the Landlord has commenced proceedings against the Tenant or the Tenant is holding over, the Landlord must repay the Bond to the Tenant within 3 months after the Expiry Date.

29. GST

- 29.1 This clause applies in relation to taxable supplies except to the extent that there is a specific provision in this Lease concerning GST on that taxable supply.

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- 29.2 A recipient of a taxable supply made under this Lease must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply. The recipient must pay the GST to the supplier:
- (a) if there is a due date for the consideration for the taxable supply, on the same date as the due date for the consideration in respect of the relevant taxable supply; or
 - (b) if there is no due date, within 7 days of receiving a written request or a tax invoice from the supplier.
- 29.3 A party's obligation to reimburse another party for an amount paid or payable to a third party (eg a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for GST.
- 29.4 Each party making a taxable supply under this Lease must issue a tax invoice to the other party for each taxable supply at or before the time it makes the taxable supply.
- 29.5 The Landlord must issue an adjustment note to the Tenant as soon as it becomes aware of an adjustment event relating to a taxable supply by the Landlord under this Lease.
- 29.6 If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST. If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST which that party can obtain an input tax credit). A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

30. NOTICES

- 30.1 A notice or approval in this Lease must be in writing.
- 30.2 The Landlord may serve a notice on the Tenant by:
- (a) giving it to the Tenant personally;
 - (b) leaving it at the Premises;
 - (c) sending it to the Tenant's facsimile number; or
 - (d) posting it to the last known registered office, place of business or residence of the Tenant.
- 30.3 The Tenant may serve a notice on the Landlord by:
- (a) leaving it at; or
 - (b) posting it to,
- the office of the Landlord set out in Item 8 of the Reference Schedule.
- 30.4 Either party may change its notice details by giving the other party written notice of the new notice details.

31. MISCELLANEOUS

Interpretation

- 31.1 In this Lease unless the contrary intention appears:
- (a) the singular includes the plural and vice versa; and
 - (b) "person" includes a firm, a body corporate, an unincorporated association or an authority; and
 - (c) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally; and

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- (d) a reference to:
 - (i) an item number is a reference to an item in the reference schedule.
 - (ii) a person includes the person's executors, administrators, successors and assigns; and
 - (iii) a document includes any variation to that document; and
 - (iv) any law includes all regulations and other instruments under it and amendments or replacements of any of them; and
 - (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually.

31.2 Headings are inserted for convenience and do not affect the interpretation of this Lease.

Waiver and Variation

- 31.3 A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- 31.4 The Landlord's acceptance of rent or other money under this Lease (before or after termination) is not a waiver of a breach or an acceptance of the repudiation of this Lease by the Tenant.
- 31.5 An attempt by the Landlord to mitigate its loss is not a surrender by operation of law or a waiver of the Tenant's breach or an acceptance of the Tenant's repudiation of this Lease.

Employees and Agents

- 31.6 If the Tenant must or must not do something:
 - (a) it must do everything necessary to ensure that its employees and agents comply with that obligation; and
 - (b) it may not allow or cause it to be done or do or omit to do anything which results in it happening.

Tenant is Trustee

- 31.7 If on or after the Commencement Date, the Tenant holds this Lease as trustee, then, even if the Landlord is not aware of the trust, the following provisions apply.
 - (a) The Tenant enters into this Lease both as trustee of the trust and in its personal capacity.
 - (b) The Tenant:
 - (i) warrants it has power under the trust to enter into this Lease;
 - (ii) warrants it has a right of indemnity under the trust;
 - (iii) assigns any right of indemnity it has under the trust to the Landlord and must do anything necessary to give effect to the assignment;
 - (iv) must not do anything to prejudice any right of indemnity it has under the trust;
 - (v) must not breach the trust;
 - (vi) warrants it enters into this Lease in the due administration of the trust; and
 - (vii) must do everything necessary to make available the assets of the trust to rectify a default of this Lease and compensate the Landlord for the default.

Approvals

- 31.8 The Landlord may give approval conditionally or unconditionally or withhold approval in its reasonable discretion unless this Lease expressly says otherwise.

Exclusion of statutory provisions

- 31.9 Sections 105, 107 and 109 of the *Property Law Act 1974* do not apply to this Lease.

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Prior Breaches

- 31.10 Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then.

Time of the Essence

- 31.11 Time is of the essence of this Lease in connection with the Tenant's obligations to pay money.

Caveats

- 31.12 The Tenant must not lodge a caveat on the Land.

Severability

- 31.13 If any part of this Lease is void, unenforceable or illegal, it is severed and the remainder of this Lease has full force and effect. This clause has no effect if the severance alters the basic nature of this Lease or is contrary to public policy.

Entire Agreement

- 31.14 This Lease constitutes the entire agreement of the parties about its subject matter. Any previous agreements, understandings and negotiations on that subject matter, cease to have any effect.

Further Assurances

- 31.15 Each party agrees, at its own expense, on the request of the other to do everything reasonably necessary to give effect to this Lease and the transactions contemplated by it, including the execution of documents.

Future taxes

- 31.16 The Tenant must pay all rates, taxes, charges, assessments and impositions currently or in the future payable to any authority in connection with the Premises or the Business. The Tenant must pay the amount on time if assessed directly against the Tenant or if assessed against the Landlord, within 7 days of receiving the Landlord's account.

Governing law

- 31.17 This Lease is governed by Queensland law.

32. POWER OF ATTORNEY

- 32.1 The Tenant irrevocably nominates constitutes and appoints the Landlord and any person authorised by the Landlord, jointly and each of them severally to be the true and lawful attorneys and attorney of the Tenant to:

- (a) execute a surrender of this Lease;
- (b) effect a transfer of this Lease; and
- (c) do all such things and sign all such documents as may be necessary to obtain registration of the surrender or transfer of this Lease,

provided always that such powers shall not be exercised unless and until this Lease has been lawfully determined or until the Landlord's right of re-entry or forfeiture has arisen. Sufficient proof to the Registrar of Titles or other person to whom the power of attorney is required to be presented, shall be the declaration of the attorneys or attorney exercising the power.

33. GUARANTEE AND INDEMNITY

- 33.1 Guarantee by Guarantor

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In consideration of the Landlord at the request of the Guarantor entering into this Lease (or having agreed to do so) with the Tenant, which request is testified by the Guarantor signing this Lease and this guarantee and indemnity, the Guarantor unconditionally and irrevocably guarantees to the Landlord:

- (a) the payment of all money payable by the Tenant under this Lease; and
- (b) the compliance by the Tenant with all of its covenants under this Lease.

33.2 Indemnity by Guarantor

The Guarantor fully releases and indemnifies the Landlord against any Claim arising from any:

- (a) default under, or repudiation of, this Lease by the Tenant; or
- (b) non-enforceability of this Lease against any party or person for any reason; or
- (c) combination of those things.

33.3 Liability of Guarantor

This Guarantee is not limited or affected by anything, including any:

- (a) time, credit, waiver, concession or other indulgence granted to any party or person;
- (b) full or partial release of liability or compromise with any party or person;
- (c) judgment or order made against any party or person;
- (d) variation, renewal or extension of this Lease, including any variation of money payable, the area of the Premises, the Term, or any other covenant of whatsoever nature;
- (e) transaction or other agreement between any parties or with any person;
- (f) set-off, defence, counter-claim or other deduction by any party or person;
- (g) payment made to the Landlord and later avoided;
- (h) delay or failure to do anything or give any notice that should have been given;
- (i) transfer or other dealing by any party or person of any interest in this Lease;
- (j) expiration or termination of this Lease or any other document for any reason;
- (k) legal disability, lack of capacity or the Dissolution of any party or person;
- (l) completion, non-completion or non-registration of this Lease or any other document or transaction concerning it;
- (m) exercise or delay or failure to exercise any right or remedy of any party;
- (n) failure to perfect the interest of any party under this Lease, or delay or failure to obtain the consent of any person that should have been obtained to this Lease;
- (o) default under, or repudiation of, this Lease by the Tenant;
- (p) non-enforceability of this document against any party or person for any reason; or
- (q) the failure by any one or more guarantors to sign this Lease or Guarantee and Indemnity;
- (r) the appointment of any administrator, liquidator, receiver, manager or trustee to the Tenant or by the Tenant entering into any arrangement with its creditors;
- (s) the non-registration of this Lease;

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- (t) any failure by the Tenant to sign this Lease where the Tenant has taken occupation of the Premises and this Guarantee will apply to any month to month or other statutory tenancy arising out of the Tenant's occupation of the Premises;
- (u) the termination or purported termination of this Lease by the Tenant; and
- (v) other act, omission, neglect, default, agreement, event, legislation or thing of any description that would, apart from this clause, have the effect of releasing, limiting or otherwise affecting the liability of the Guarantor in any way under this Guarantee.

33.4 Guarantee Applies to Further Interests

This Guarantee applies and extends to any variation, renewal and extension of this Lease (including any extension of the Term agreed between the parties by variation to the terms of this Lease), and to any further interest taken by any person in this Lease for any reason or imposed by legislation or otherwise entered into by any party.

33.5 Guarantor is a Principal Debtor

The Guarantor is both a surety for and a principal contractor and debtor jointly and separately with the Tenant.

33.6 Waiver of Guarantor's Rights

The Guarantor waives all rights that may be inconsistent with this Guarantee.

33.7 Dissolution of Tenant or Guarantor

- (a) If a Dissolution of the Tenant or any Guarantor happens, the Guarantor must not prove or claim in competition with the Landlord so as to reduce any amount that the Landlord would otherwise be entitled to receive from the Dissolution.
- (b) However, the Guarantor must, if required and as directed by the Landlord, prove or claim in the Dissolution. Any amount received by the Guarantor concerning the Dissolution must be held by the Guarantor in trust pursuant to a charge in favour of the Landlord and paid to the Landlord in reduction of any amount owing by the Tenant or the Guarantor or both to the Landlord.

33.8 Benefit of Guarantee

If the Landlord transfers its interest in this Lease to any person, the benefit of this Guarantee extends to and continues concurrently for the benefit of the transferring Landlord and any transferee.

33.9 Effect of Guarantee

- (a) This Guarantee takes immediate effect whether or not this Lease is registered.
- (b) In this Guarantee, references to this Lease include any legal or equitable interest created by it.

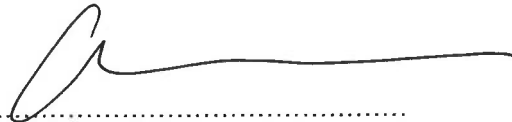
33.10 Costs

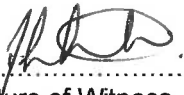
The Guarantor will indemnify the Landlord for its legal costs of and incidental to any breach of this Lease by the Tenant and/or any breach of, or failure to comply with, this Guarantee by the Guarantor, or in connection with the enforcement of any entitlement or right under this Lease or the Guarantee, on a full indemnity, or solicitor and own client basis and the Guarantor expressly waives any entitlement it may have, or may have had if not for this Guarantee to disclosure of legal costs pursuant to any legal profession legislation or otherwise.

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Guarantors' signatures

SIGNED SEALED AND DELIVERED BY)
CHRISTOPHER DANIEL PARKER LAWSEN as)
Guarantor on the)
day of 2023 in the presence of:)

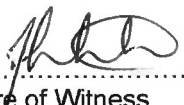

.....
Christopher Daniel Parker Lawsen


.....
Signature of Witness

Oliver Summers
.....
Name of Witness

SIGNED SEALED AND DELIVERED BY)
JOANNA MARY GREENING as Guarantor on the)
day of 2023 in the presence of:)


.....
Joanna Mary Greening


.....
Signature of Witness

Oliver Summers
.....
Name of Witness