

QUEENSLAND LAND REGISTRY

LEASE/SUB LEASE

FORM 7 Version 6
Page 1 of 31
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1994 and Water Act 2000

Dealing Number

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1. **Lessor** **Lodger (Name, address, E-mail & phone number)** **Lodger Code**
 ISOBELLA-ANN DEBORAH KAY BARBER Minter Ellison- Gold Coast (by JG Settlements) GPO Box 11
 VARSITY LAKES QLD 4227 GC 662
 Ph: (07) 5553 9400
 Ref: SJL:BNM: 308745

2. **Lot on Plan Description** **County** **Parish** **Title Reference**
 Lot 208 on SP194148 AUBIGNY DRAYTON 50632650

3. **Lessee** **Given names** **Surname/Company name and number** **(include tenancy if more than one)**
 Dental Partners Pty Ltd ACN 131 333 492

4. **Interest being leased**
 Fee simple

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

6. **Term of lease**
 Commencement date: 4 February 2014
 Expiry date: 3 February 2019 and/or Event: N/A
 Option: 2x5 years

7. **Rental/Consideration**
 See Schedule

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

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


 signature
 PERRY RUSSELL, full name
 Solicitor qualification

ISOBELLA-ANN DEBORAH KAY BARBER



Witnessing Officer

11/3/14
 Execution Date

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.

signature
 full name
 qualification

SEE ENLARGED PANEL

Director

Witnessing Officer

Execution Date

Director/Secretary
 Lessee's Signature

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

COPY

SCHEDULE

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

Signed for and on behalf of Dental Partners
Pty Ltd ACN 131 333 492 by its duly
constituted Attorneys under Power of Attorney
Registered Dealing No. 714536507
who each state that no notice of revocation of
the power of attorney has been received in the
presence of:


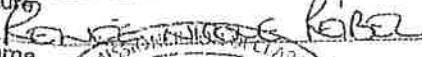
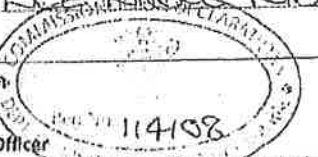

Signature

Full name
Qualification


3 / 2 / 14
Execution Date


Lessee's Signature
ANTHONY WILLIAM
HAROLD BUBEAR
Print Name (Category A - Director)

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


Signature

Full name
Qualification


3 / 2 / 14
Execution Date


Lessee's Signature
Melster Douglas Loan
Print Name (Category B)

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SCHEDULE

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SCHEDULE

Item 1	Land	Lot 208 on SP194148
Item 2	Premises	See clause 1.1
Item 3	Term	5 years
Item 4	Commencing Date	4 February 2014
Item 5	Terminating Date	3 February 2019
Item 6	Permitted Use	The provision of dental services as carried on immediately prior to the Commencing Date and all uses ancillary to that use
Item 7	Rent	\$38,794 (excluding GST) per annum
Item 8	Market Review Dates	4 February 2019 and 4 February 2024
Item 9	CPI Review Dates	Each anniversary of the Commencing Date other than a Market Review Date
Item 10	Lessee's Proportion	100%
Item 11	Outgoings Year	See clause 1.1
Item 12	Further Terms	2 x 5 years commencing on 4 February 2019 and 4 February 2024
Item 13	Bank Guarantee	An amount equivalent to three (3) months' rent plus GST
Item 14	Guarantor	Not applicable
Item 15	Address for Service	(a) on the Lessor: Isobella Barber C/-Creevey Russell Lawyers PO Box 833 TOOWOOMBA QLD 4350 (b) on the Lessee: Dental Partners Pty Ltd Suite 30901 Southport Central 3 Level 9, 9 Lawson Street SOUTHPORT QLD 4215

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1. Interpretations and definitions

1.1 Definitions

In this Lease, the following definitions apply unless the context requires otherwise:

Air Conditioning Equipment means the plant, machinery and equipment for heating, cooling and circulating air in the Premises.

Australian Institute means the Australian Property Institute Division of the State.

Authority means:

- (a) any government in any jurisdiction, whether Federal, State or local;
- (b) any provider of public utility services, whether statutory or not, and
- (c) any other person, authority, body or instrumentality having jurisdiction, responsibilities, duties, rights or powers in respect of the Permitted Use, Land, Building, Premises or any part of them or anything in relation to them.

Bank Guarantee means an irrevocable, unconditional bank guarantee with an expiry date three (3) months after the expiry date of the Lease or each term of the Further Lease, as the case may be, and in a form acceptable to the Lessor (acting reasonably) for an amount specified in Item 13.

Body Corporate means any body corporate that relates to the Land and Building including the body corporate of any principal scheme.

Building means the building of which the Premises form part known as Medici Medical Centre, 15 Scott St, Toowoomba QLD 4350 together with any modifications, extensions or alterations to it from time to time

Business Day means any day which is not a Saturday, Sunday or public holiday in the capital city of the State.

Business Purchase Agreement means the Business Purchase Agreement between M.T Barber Dental Pty Ltd ACN 083 188 050 as Vendor and the Lessee as Purchaser.

By Laws means any by laws issued by the Body Corporate in relation to the Building.

Claim includes any claim, damage, demand, liability, Cost, loss, proceeding, right of action and claim for compensation.

CMS means the Community Management Statement for Community Titles Scheme 35992.

Commencing Date means the date specified in Item 4.

Common Property means the common property of Community Titles Scheme 35992.

Condition Report means the condition report evidencing the condition of the Premises as at the Commencement Date, an original of which is held by both the Landlord and the Tenant.

Cost includes any cost, expense, charge, payment, outgoing or other expenditure of any nature whether direct, indirect or consequential and whether accrued or paid and includes legal costs.

CPI means the Consumer Price Index (All Groups) number for the State published from time to time by the Australian Bureau of Statistics. In the event there is any suspension or discontinuance of the CPI or its method of

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calculation is substantially altered, then the CPI shall mean an index published at the date immediately preceding the Review Date and at the date when any increase is to be calculated in accordance with the provisions of clause 3.2 which reflects the costs of living in the locality where the Premises are situated as agreed by the parties or failing agreement as determined (on request of either party) by the President of the Institute.

CPI Review Dates means each of the dates specified in Item 9.

Date of Termination means:

- (a) the Terminating Date (or, if applicable, the end of any period of holding over under clause 2.4, or
- (b) any earlier date on which this Lease is terminated.

Default Rate means the interest rate which is two per centum (2%) per annum above the overdraft rate charged by the Commonwealth Bank of Australia for overdrafts in excess of One Hundred Thousand Dollars (\$100,000.00) at the due date for payment of the relevant money.

Exclusive Use Allocations means Areas DD (balcony) and A208 (single car parking space) as detailed in the CMS

Further Lease means any lease entered into by the Lessor and Lessee pursuant to clause 2.3.

Further Terms means the further terms specified in Item 12.

GST means a tax levied on a supply.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Law.

Guarantor means the person(s) specified in Item 14.

Insolvency Event means the event that occurs when:

- (a) the Lessee becomes insolvent or, pursuant to the Corporations Act 2001 (Cth), a Court could presume the Lessee to be insolvent;
- (b) the Lessee goes into liquidation, official management, receivership, arrangement, administration, or an application is made or a resolution is passed for its winding up, or it makes an assignment for the benefit of creditors or an arrangement or compromise with creditors, or
- (c) a receiver, receiver and manager, administrator or other similar person is appointed in respect of the Lessee or any of its assets or undertakings.

Item means an item of the Schedule to this Lease.

Land means the land specified in Item 1.

Land Tax means land taxes or taxes or charges in the nature of a tax on land, calculated on the taxable value of the Land on a single holding basis and on the basis that the Land is not subject to a trust and that that the Lessor is not a non-concessional company, in each case as defined in the Act of the State that deals with land tax.

Law includes any rule, statute, proclamation, regulation, ordinance or by law, present or future, and whether State, Federal or otherwise and the requirements of all Authorities.

Lessee's Contribution means the amounts calculated from time to time pursuant to clause 4.2.

Lessee's Employees includes all employees, agents, contractors, consultants, customers, workmen, and

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patients of the Lessee together with any others who may at any time be in or on the Premises at the request of the Lessee.

Lessee's Fixtures and Fittings includes all fixtures, fittings, plant, equipment, partitions or other articles and chattels of all kinds which are not owned by the Lessor and are at any time on the Premises.

Lessee's Proportion means the proportion of Outgoings for which the Lessee is responsible as specified in Item 10.

Market Rent means the effective rent which a willing but not anxious lessee would pay to a willing but not anxious lessor for a lease of the Premises on the terms and conditions of this Lease:

- (a) taking into account:
- (i) the terms of this Lease;
 - (ii) the market rent that would reasonably be expected to be paid for the Premises if the Premises were unoccupied and offered for any lawful use;
 - (iii) any incentives or rent free periods given in respect of other comparable premises; and
 - (iv) the state of repair and condition the Lessee is required to keep the Premises in under the Lease (rather than the actual condition of the Premises), if the state of repair and condition of the Premises is worse than that which is required under the Lease, to the extent caused by the Lessee's breach of this Lease, and
- (b) not taking into account:
- (i) any improvements made to the Premises by the Lessee during the Term (or the term of any previous Lease of the Premises between the Lessor and Lessee);
 - (ii) the value of the lessee's Fixtures and Fittings, and
 - (iii) any goodwill associated with the Lessee's business.

Market Review Date means each of the dates specified in Item 8.

Outgoings means all:

- (a) local rates and/or charges, including water, sewerage and cleaning charges, which shall be levied or assessed with respect to the Land;
- (b) all administration fund levies imposed by the Body Corporate from time to time; and
- (c) all electricity charges associated with and in respect of the Land,

but excluding:

- (a) Land Tax;
- (b) insurance premiums;
- (c) sinking fund and special levies assessed by the Body Corporate;
- (d) any Costs or amounts already recovered by the Lessor under a separate provision of this Lease;

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- (e) any interest, charges, fines, penalties and damages of any kind imposed upon, incurred or payable by the Lessor, and
- (f) any Costs or other charges of a capital or structural nature.

Outgoings Year means each twelve (12) month period starting on 1 July and ending on the next 30 June, except that:

- (a) the first Outgoings Year is the period between the Commencement Date and the next 30 June; and
- (b) the last Outgoings Year is the period between the last 1 July of the Term and the Terminating Date.

Permitted Use means the use specified in Item 6.

Practice Entity means a practice entity as defined in any Facility and Administrative Services Agreement entered into by the Lessee.

Premises means the whole of the Land extending to 113 square metres or thereby including those premises located on the Land known as Suite 108, Medici Medical Centre, 15 Scott Street, Toowoomba QLD 4350 and includes the fixtures, fittings, furnishings, plant, machinery and equipment (including the security system in the Premises (if any)) of the Lessor in the Premises from time to time and the Exclusive Use Allocations.

Redecorate means (having regard to the age, state of repair and condition of the Premises as at the Commencing Date):

- (a) the treatment as previously treated of all internal surfaces of the Premises by painting, staining, polishing or otherwise (with materials, in colours and to the standard consistent with the age, state of repair and condition of the Premises as at the Commencing Date) if reasonably required and requested by the Lessor; and
- (b) the professional cleaning of all floor and window coverings in the Premises.

Rent means the rent specified in Item 7 as varied in accordance with this Lease.

Services means all services or systems of any nature from time to time provided to the Premises or Building or available for use, including:

- (a) any electronic medium, energy source, telephone or other communication service, lighting, gas, fuel, power, water, sewerage and drainage;
- (b) loading docks, plant rooms, storage areas, fire services, sprinkler systems, all devices, lifts, escalators and air conditioning;
- (c) fittings, fixtures, appliances, plant and equipment utilised in connection with any services or systems, and
- (d) any services or systems from time to time utilised for access to the Premises.

Schedule means the schedule to this Lease.

State means the state or territory of Australia in which the Premises are situated.

Supply means a supply of goods or services to the Lessee made by the Lessor under this Lease, including but not limited to the supply of the Premises and other goods or services provided by the Lessor under this Lease.

Term means the term of this Lease specified in Item 3 together with any holding over under clause 2.4.

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Terminating Date means the date specified in Item 5.

Valuer means a person who:

- (a) is and has been a full member of the Australian Institute for five (5) years immediately prior to the relevant valuation;
- (b) holds a licence to practise as a valuer of (and at least three (3) years' experience in valuing) premises of the same kind as the Premises, and
- (c) is active in the relevant market at the time of his appointment.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (c) a reference to legislation or to a provision of legislation includes a modification, re-enactment of or substitution for it and a regulation or statutory instrument issued under it;
- (d) a reference to any party to this Lease includes the party's successors and substitutes or assigns;
- (e) where the Lessor has a discretion or its consent or approval is required, the Lessor must (subject to any express provision to the contrary), consistent with its rights and obligations as Lessor, not unreasonably withhold or delay its decision, consent or approval but may impose reasonable conditions on its consent;
- (f) every obligation under this Lease, regardless of the form or context of the obligation, is a covenant by the party undertaking that obligation;
- (g) unless stated otherwise, one word or provision does not limit the effect of another and includes and including are not words of limitation;
- (h) a reference to the whole includes part;
- (i) all obligation are taken to be required to be performed duly and punctually;
- (j) words importing do include do, permit, omit or cause to be done or omitted;
- (k) where a reference is made to a person, body or Authority, that reference, if the person, body or Authority has ceased to exist, will be to the person, body or Authority that then serves substantially the same objects as that person, body or Authority;
- (l) where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, that day or last day will be the immediately following Business Day;
- (m) if a party consists of more than one person, this Lease binds them jointly and each of them severally;
- (n) a reference to a clause is a reference to a clause of this Lease unless otherwise specified;
- (o) a reference to dollars (\$) is to Australian currency;
- (p) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible

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and visible form;

- (q) a reference to conduct includes any omission, statement or undertaking, whether or not in writing, and
- (r) month means calendar month.

2. Lease term

2.1 Term

- (a) The Lessor grants to the Lessee:
 - (i) a lease of the Premises for the Term on the terms and conditions contained in this Lease;
 - (ii) exclusive possession of the Premises; and
 - (iii) use and enjoyment of the Lessor's fixtures, fittings, furnishings, plant, machinery and equipment (including the security system in the Premises (if any)) of the Lessor in the Premises from time to time.
- (b) The Lessor must not interfere with any rights the Lessor has in relation to:
 - (i) the free and uninterrupted passage of Services to the Premises through Common Property or the Building;
 - (ii) the entitlement to use the Common Property;
 - (iii) the uninterrupted right of access to and egress from the Premises through the Common Property and the Building.

2.2 Option

- (a) The Lessor must grant to the Lessee a Further Lease of the Premises for the Further Term if:
 - (i) the Lessee gives the Lessor written notice that it wishes to exercise the option to renew the Lease for the next Further Term not less than three (3) months nor more than six (6) months prior to the Terminating Date;
 - (ii) there is no subsisting breach of this Lease by the Lessee (of which the Lessor has given the Lessee prior written notice requiring rectification of the breach in no less than fourteen (14) days or any lesser period that is reasonable having regard to the nature of the breach) at the time the Lessee gives the notice under clause 2.2(a) or on the Terminating Date;
 - (iii) the Lessee pays the Lessor's reasonable and proper costs of entering into the Further Lease, and
 - (iv) the Lessee provides a replacement Bank Guarantee for the amount specified in Item 13.

2.3 Further Lease

- (b) The Further Lease of the Premises will be on the same terms and conditions as this Lease except that:
 - (i) the Term to be specified in Item 3 of the Further Lease (and, if necessary, any front sheet to the Further Lease) will be the Further Term;
 - (ii) the Commencing Date of the Further Lease to be specified in Item 4 of the Further Lease (and, if necessary, on any front sheet to the Further Lease) will be the day following the Terminating Date;

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- (iii) the Terminating Date to be specified in Item 5 of the Further Lease (and, if necessary, on any front sheet to the Further Lease) will be the last day of the Term of the Further Lease;
- (iv) the Rent to be specified in Item 7 will be as determined in accordance with clause 3.4; and
- (v) the number of Further Terms specified in Item 12 will be reduced by one (1) or if only one (1) Further Term remains in Item 12, this clause 2.2 and clause 2.3 and Item 12 will be deleted and replaced with the words "Not Applicable".

2.4 Holding over by Lessee

If the Lessee does not serve a notice on the Lessor in accordance with clause 2.2 but remains in the Premises following the Terminating Date with the consent of the Lessor, it does so as a monthly tenant only and, at any time after the Terminating Date, either the Lessor or the Lessee may terminate the monthly tenancy by giving the other party at least one (1) month's notice in writing, expiring at any time.

3. Rent

3.1 Rent Monthly in Advance

- (a) The Lessee must pay Rent to the Lessor:
 - (i) by equal monthly instalments (and proportionately for any part of the month) in advance on the first day of each month;
 - (ii) without demand, deduction or set off, and
 - (iii) by electronic transfer into the Lessor's nominated bank account, from time to time, or by such other manner as the Lessor, from time to time, directs.

3.2 CPI Review

On each CPI Review Date the Rent will reviewed as follows:

$$B_2 = B_1 \frac{\text{Current CPI}}{\text{Previous CPI}}$$

Where B_2 is the Rent after the CPI Review Date;

B_1 is the Rent immediately before the CPI Review Date (disregarding any abatement or reduction);

Current CPI is the CPI index number for the quarter ending immediately before the relevant CPI Review Date; and

Previous CPI is the CPI index number for the quarter ending immediately before the previous CPI Review Date (or if there has not been one, the Commencing Date).

3.3 Fixed Review

The Rent will increase on each Fixed Review Date by the Fixed Review Percentage. The Lessee agrees to pay the reviewed Rent from each Fixed Review Date.

3.4 Market Review

- (a) On each Market Review Date, the Rent payable under this Lease will be the current Market Rent agreed or determined under this clause 3.4.

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- (b) No earlier than three (3) months before a Market Review Date, the Lessor may give a notice ("Notice") in writing to the Lessee requiring the Rent to be reviewed in accordance with this clause 3.4 and specifying the Rent which the Lessor reasonably believes represents the Market Rent for the Premises.
- (c) Unless the Lessee, within fifteen (15) Business Days of receiving the Notice, gives to the Lessor written notice ("Dispute Notice") that it disagrees with the Market Rent proposed in the Notice, the Rent payable from the Market Review Date will be the Rent specified in the Notice.
- (d) If the Lessee gives to the Lessor a notice under clause 3.4(c) and the Lessor and Lessee fail to agree on the Market Rent within ten (10) Business Days following receipt by the Lessor of the Dispute Notice, either party may require the President of the Australian Institute to appoint a Valuer for the purpose of determining the Market Rent as at the Market Review Date.
- (e) If a Valuer is appointed pursuant to clause 3.4(d), the Valuer must act as an expert and not as an arbitrator. The Valuer's determination will be binding on the Lessor and Lessee except in the case of manifest error.
- (f) The Valuer must consider any written submissions made by the parties within the period of fourteen (14) days of the date the Valuer accepts the appointment to make the valuation. The Valuer must not determine the Market Rent before the last date on which the parties may make written submissions.
- (g) The Valuer must provide a written valuation no later than one (1) month after accepting the appointment to make the valuation. The valuation must:
 - (i) contain detailed reasons for the Valuer's determination, and
 - (ii) specify the matters to which the Valuer had regard in making the determination.
- (h) The Costs incurred in the determination of the Market Rent under this clause 3.4 must be borne equally by the Lessor and the Lessee.
- (i) Where there is a review of the Market Rent under this clause 3.4, the Rent payable by the Lessee pending the determination of the Market Rent is the Rent prior to the Market Review Date.
- (j) A variation of Rent resulting from a determination under this clause 3.4 is effective on and from the Market Review Date.
- (k) Any adjustment in Rent paid between the Market Review Date and the date the Market Rent is determined under this clause 3.4 must be made between the parties within ten (10) Business Days following the date on which the Market Rent is determined.

4. Outgoings, services and GST

4.1 Outgoings

The Lessee must pay to the Lessor the Lessee's Proportion for each Outgoings Year within fourteen (14) days following a demand from the Lessor.

4.2 Lessee's Contribution

The Lessee agrees to pay to the Lessor the Lessee's Proportion separately assessed in respect of the Premises within fourteen (14) days of the Lessor providing the Lessee with a valid Tax Invoice from the levying body or authority of the relevant Outgoings.

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4.3 Estimated Outgoings

- (a) The Lessor may provide the Lessee, at least one (1) month before the commencement of each Outgoings Year, the whole or part of which comprises part of the Term, with a written statement setting out the Lessor's reasonable estimate of the Lessee's Contribution for that Outgoings Year.
- (b) On receipt of such an estimated Outgoings statement, the Lessee must pay, on account of the Lessee's Contribution, the amount notified in the statement by equal monthly instalments on the first day of each month.

4.4 Outgoings Statement and Adjustments

- (a) Within ninety (90) days following the end of each Outgoings Year, the Lessor must provide the Lessee with a statement detailing all expenditure by the Lessor on account of Outgoings to which the Lessee is required to contribute for that Outgoings Year.
- (b) The Lessor must ensure that the outgoings statement is prepared in accordance with the relevant principles and disclosure requirements of the applicable accounting standards imposed from time to time by the Australian Accounting Standards Board.
- (c) Within thirty (30) days of the Lessor giving the Lessee an outgoings statement in accordance with clause 4.4(a), the Lessor must refund any overpaid Lessee's Contribution and the Lessee must pay any shortfall.

4.5 Services

The Lessee must promptly pay all Costs for the supply of all Services (including, for example, all sources of energy, electricity, gas, oil, water and telephone) supplied, metered, consumed or connected (as appropriate) to, in or on the Premises.

4.6 GST

In addition to all other amounts payable by it under the Lease, the Lessee must pay or remit to or at the direction of the Lessor any tax in the nature of a goods and services tax or value added tax levied, assessed or charged in relation to:

- (a) Rent;
- (b) any taxable supply made by or on behalf of the Lessor to the Lessee;
- (c) Outgoings or the Lessee's Proportion of Outgoings, and/or
- (d) the entry into the Lease or the performance by a party of any obligation under this Lease.

4.7 Tax Invoices

Within fourteen (14) days after the date on which the Lessee is required to pay to the Lessor an amount in respect of a taxable supply by the Lessor, the Lessor must give to the Lessee a tax invoice in a form requested by the GST Act.

4.8 Input Tax Credits

In calculating the amount of goods and services tax payable by the Lessee under this Lease, an input tax credit that the Lessor is able to claim in respect of the acquisition of that supply must be taken into account.

4.9 No Double Recovery

The Lessee's obligation to pay or reimburse goods and services tax to the Lessor under clause 4.6 does not apply to the extent to which the Lessor has already recovered goods and services tax under a separate provision

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of this Lease.

5. Permitted use of premises

5.1 Permitted Use of Premises

The Lessee must not use the Premises for any purpose other than the Permitted Use without the prior written consent of the Lessor (which may be given or withheld in its absolute discretion). The Lessee must ensure that it uses the Premises only in accordance with all Laws.

5.2 Use

As far as the Lessor is aware, the use of the Premises by the Lessee for the Permitted Use will not be unlawful.

5.3 Forbidden Activities

The Lessee must not:

- (a) store chemicals, inflammable liquids or volatile or explosive substances on the Premises except to the extent required by the Lessee to carry on its business at the Premises;
- (b) permit vermin to remain on the Premises;
- (c) use the Premises as a residence;
- (d) keep any animals or birds in the Premises;
- (e) do or carry on in the Premises any harmful, noxious or noisy trade, business or occupation or anything which causes a nuisance, to the occupiers or owners of any nearby premises;
- (f) hold any auction, bankrupt or fire sale on the Premises;
- (g) prepare or cook food in the Premises except in the areas which are approved by the Lessor for that purpose, or
- (h) overload any Service.

5.4 Compliance with Laws and Policies

(a) The Lessee must:

- (i) comply with all By Laws;
- (ii) comply with and observe at its Cost all Laws:
 - (A) in relation to the Premises or anything in them, and
 - (B) in relation to or arising as a result of the particular use of the Premises by the Lessee,
 - (C) whether or not those Laws are addressed to or are required to be complied with by either or both of the Lessor and the Lessee or by any other person, and
- (iii) before complying with any Law, obtain the Lessor's consent where required elsewhere under this Lease and otherwise observe the provisions of this Lease.

Notwithstanding the prior provisions of this clause 5.4(a) the Lessee is not required to undertake any capital or structural works unless they are required because of the Lessee's particular use of

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the Premises or its alterations and additions to the Premises.

- (b) The Lessor may:
- (i) elect at the Lessee's Cost, to comply with any Law either or in part or whole including where the Lessee fails to comply within the appropriate time with any of its obligations, and
 - (ii) where the Lessor does exercise any rights referred to in clause 5.4(b)(i), elect to have the balance of any Law complied with by the Lessee.
- (c) The Lessee must (and must ensure that its employees, agents and contractors) comply with:
- (i) all occupational health and safety Laws;
 - (ii) all of the policies and standards of the Lessor notified to the Lessee in writing from time-to-time.

5.5 Lessee's Obligations Concerning Use

The Lessee must:

- (a) not use anything in or serving the Premises other than for the purpose for which it was designed and must pay to the Lessor all Costs of repairing any damage caused by any misuse;
- (b) not interfere with any air conditioning or fire equipment installed in the Premises nor obstruct or prevent access to it;
- (c) not throw anything out of the windows or doors of the Premises or deposit waste paper or rubbish anywhere except in the receptacles made available by the Lessor for collection and storage of rubbish and other waste from time to time;
- (d) ensure that it complies with the floor loadings for the Premises;
- (e) notify the Lessor of any damage, accident or defects to or in the Premises as soon as possible after it becomes (or should reasonably have become) aware of them;
- (f) comply with any reasonable directions given from time to time by the Lessor in relation to security, safety, fire or other disaster drills or procedures;
- (g) upon expiration or sooner determination of this Lease deliver up to the Lessor all keys and any other means of access to the Premises or Building;
- (h) not play any amplified music or use any sound equipment (including television sets) that will be heard outside the Building or Premises, and
- (i) not otherwise do anything or allow anything to be done to or on the Premises which, in the Lessor's reasonable opinion is dangerous to people or property.

5.6 Cleaning

- (a) The Lessee must, at its own Cost, regularly clean and remove all waste, rubbish and useless property from the Premises and must comply with all Laws in that regard.
- (b) The Lessee may engage external contractors to clean the Premises and to otherwise comply with its obligations under clause 5.6(a).

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5.7 Signage

The Lessor consents to the affixation and display of the Lessee's standard signage on the interior and exterior of the Premises and the Building (in a location reasonably approved by the Lessor).

6. Repair, maintenance and cleaning

6.1 Lessee to Keep in Good Repair

The Lessee must keep the interior only of the Premises in good repair and condition, excluding fair wear and tear and works of a capital nature or structural nature:

- (a) having regard to their age, condition and state of repair at the Commencing Date as evidenced by the Condition Report;
- (b) excluding damage from fire, lightning, storm, flood, tempest, explosion, riot, civil commotion or other act of God (but in each case only to the extent not caused or contributed to by the Lessee or the Lessee's Employees);
- (c) excluding anything which is the responsibility of the Lessor under this Lease or of another tenant in the Building;
- (d) excluding any repairs, maintenance or other work required because of the negligence of the Lessor, its employees, agents or contractors, and
- (e) excluding any maintenance, repair or work to make good fair wear and tear.
- (f) excluding any repairs, maintenance or other work required to the Exclusive Use Allocations.

6.2 Damage cause by use

The Lessee must repair any damage to the Premises to the extent caused or contributed to by its particular use of the Premises, taking into account the age, state of repair and condition of the Premises as at the Commencing Date as evidenced by the Condition Report.

6.3 Lessor's Right of Inspection

The Lessor may (in the presence of the Lessee or an authorised representative of the Lessee) at all reasonable times on providing the Lessee with reasonable notice (except in the case of an emergency when no notice is required), enter the Premises to view their state of repair and condition.

6.4 Lessor may Repair

If:

- (a) the Lessee is in default of its obligations under clause 6.1;
- (b) the Lessor serves a written notice on the Lessee properly requesting specific repairs to be carried out by the Lessee in accordance with clause 6.1 and specifying a reasonable time for the Lessee to carry out those repairs, and
- (c) the Lessee does not carry out those repairs within that reasonable time,

then the Lessor may enter the Premises and carry out those repairs at the Cost of the Lessee.

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6.5 Redecoration

The Lessee must Redecorate the Premises to a reasonable standard (having regard to the age, state of repair and condition of the Premises as at the Commencing Date as evidenced by the Condition Report):

- (a) at least every five (5) years; or
- (b) during the last three (3) months of the Term or any Further Terms.

7. Alterations to premises – lessor's approval

The Lessee must not, without the prior written consent of the Lessor (such consent must not be unreasonably withheld or delayed) make any alterations or additions to the Premises. If the Lessor grants consent, the Lessor may impose reasonable conditions.

8. Lessor's covenants and rights

8.1 Quiet Enjoyment

Subject to the Lessor's rights under this Lease, if the Lessee pays the Rent and other money payable pursuant to this Lease and observes and performs its obligations under this Lease, the Lessee may occupy and enjoy the Premises during the Term without any interruption by the Lessor or by any person rightfully claiming through, under or in trust for the Lessor.

8.2 Services and Structure

- (a) The Lessor must use its reasonable endeavours to maintain the Premises in a structurally sound and in a watertight and weatherproof condition and to keep the Services in good repair and condition and working order. The Lessee shall have no responsibility for the costs involved in or the completion of any works to the Premises of a capital or structural nature or in relation to the repair, maintenance or renewal of any Services.
- (b) The Lessor and all persons claiming by, through or under the Lessor (together with any Authority) may, after giving reasonable notice (except in the case of emergency when no notice is necessary):
 - (i) install, maintain, use, repair, alter, service and replace any Services or any part of them, and
 - (ii) undertake repairs, additions and alterations to the Premises,

and the Lessee must permit any of the persons mentioned above to have access to the Premises (in the presence of the Lessee or an authorised representative of the Lessee) for the purposes of this clause 8.2(b) provided that those persons minimise any interference to the Lessee.

8.3 For Sale or Lease

- (c) The Lessee must at all reasonable times during the three (3) months prior to the Terminating Date permit the Lessor on reasonable notice to the Lessee to:
 - (i) affix one For Lease notice to the Premises, and
 - (ii) show intending lessees the Premises.
- (d) The Lessee must at all reasonable times during the Term permit the Lessor on reasonable notice to the Lessee to:

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- (i) affix one For Sale notice to the Premises, and
- (ii) show intending purchasers to the Premises.

9. Assignment and sub-letting

9.1 Restriction on Assignment and Sub-Letting

The Lessee must not assign, transfer, sub-let, license, mortgage, charge or otherwise deal with or part with possession of the whole or any part of the Premises or any interest in them or attempt to do so without first obtaining the written consent of the Lessor. Subject to clause 9.3, the Lessor may withhold its consent in its absolute discretion.

9.2 Corporate Ownership

If the Lessee is a company, other than a company whose shares or whose holding company's shares are listed on any Australian or New Zealand Stock Exchange, any change in the shareholding of the Lessee effectively altering the control of the Lessee is an assignment of this Lease. In that case, the Lessee must not:

- (a) register, record or enter into its books any transfer of any share or shares in the capital of the Lessee;
- (b) deal with any beneficial interest in any such share or shares;
- (c) issue any new shares, or
- (d) take or attempt to take any action having the effect:
 - (i) of effectively altering the control of the Lessee, or
 - (ii) that the shareholders of the Lessee at the date of this Lease together beneficially hold or control less than 51 per cent (51%) of the voting rights of capital in the Lessee,
- (e) until after the Lessee has complied with clause 9.3.

9.3 Assignments and Sub-Leases

The Lessor will not unreasonably withhold its consent to an assignment or transfer of this Lease if:

- (a) at the date of the proposed assignment or transfer, there is no subsisting breach of this Lease of which the Lessor has given the Lessee prior written notice requiring rectification of the breach within a specified time;
- (b) the Lessee pays to the Lessor the reasonable Costs incurred by the Lessor (whether or not the proposed assignment or transfer proceeds to completion) including the Lessor's administrative, legal and other Costs of and incidental to the proposed assignment or transfer;
- (c) the Lessee proves to the reasonable satisfaction of the Lessor that the proposed incoming Lessee is respectable, responsible, solvent and capable of successfully conducting the Permitted Use and performing all the obligations of the Lessee under this Lease;
- (d) the Lessee and the proposed incoming tenant enter into a deed with the Lessor in the form required by the Lessor which includes provisions that the proposed incoming tenant will comply with all the Lessee's obligations under this Lease on or from the date of the assignment, and
- (e) the proposed incoming tenant provides all bank and directors' guarantees required by the Lessor acting reasonably.

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9.4 Lessee may assign to a related body corporate

Despite any other provision in the Lease, the Lessee will not be in breach of the Lease if the Lessee, without the consent of the Lessor:

- (a) assigns its interest in the Premises to a related body corporate (as defined in the Corporations Act 2001); or
- (b) shares occupation of the Premises with any Practice Entity.

10. Exclusion of lessor's liability

Subject to the provisions of the Lease, all property which may be on the Premises is at the sole risk of the Lessee. The Lessor, its employees, agents and contractors are not liable for any Claim that the Lessee or any person claiming by, through or under the Lessee incurs or makes in respect of that property except to the extent caused by the negligence or wrongful act of the Lessor or any employee, agent or contractor of the Lessor.

11. Termination and abatement on damage, destruction and resumption

11.1 Damage of Premises

If the Premises or any part of them are damaged, destroyed or rendered substantially inaccessible ("Damaged") so that the Premises are wholly or substantially unfit for the occupation and use of the Lessee, then:

- (a) Rent and the Lessee's Contribution, or a proportionate part (according to the nature and extent of the Damage) will abate;
- (b) the Lessor must within two (2) months following the Damage notify the Lessee whether the Lessor intends to reinstate the Premises;
- (c) if the Lessor notifies the Lessee in accordance with clause 11.1(b) that it intends to reinstate the Premises, the Lessor must reinstate the Premises within a reasonable time following that notice;
- (d) if the Lessor does not proceed to reinstate the Premises in accordance with clause 11.1(c) for any reason, the Lessee may give the Lessor notice requiring it to reinstate the Premises. If the Lessor does not commence reinstating the Premises within two (2) months after that notice and continuously proceed with the reinstatement works, the Lessee may terminate this Lease by giving the Lessor one (1) month's written notice and this Lease ends at the end of that notice period. The Lessee is not entitled to make any Claim against the Lessor in relation to failure to reinstate the Premises within a reasonable time, and
- (e) if the Lessor does not give any notice in accordance with clause 11.1(b) or gives a notice that it does not intend to reinstate the Premises, either the Lessor or Lessee may give to the other one (1) month's notice of termination of this Lease and this Lease ends at the end of that notice period.

11.2 Resumption of Premises

If the Premises is resumed to the extent that it is no longer wholly or substantially fit for the occupation and use of the Lessee then either party may terminate this Lease by giving one (1) month's notice to the other. This Lease ends at the end of that notice period.

11.3 Dispute

- (a) Any dispute about any matter arising under clauses 11.1 or 11.2 must be determined by an appropriate

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independent person who is:

- (i) agreed by the Lessor and the Lessee, or
 - (ii) if they cannot agree, nominated by the President of the Australian Institute.
- (b) The appointed person:
- (i) must have substantial experience in relation to:
 - (A) premises of a similar type within the area in which the Premises are located or other comparable area; and
 - (B) matters of the relevant kind, and
 - (ii) in making a determination must act as an expert and not as an arbitrator.
- (c) The determination is final and binding on the parties.
- (d) The Cost of that determination must be shared equally by the parties or borne in such proportion between the parties as the person making the determination decides.

12. Insurance requirements

12.1 Insurance

The Lessee must effect and maintain:

- (a) all insurances required by Law (including Workers' Compensation insurance) in relation to the Premises and the Lessee conducting its business on or from the Premises;
- (b) all risks insurance with respect to the Lessee's Fixtures and Fittings for not less than their full replacement value;
- (c) plate glass insurance against usual risks, and
- (d) public risk liability insurance (both for person injury and damage to property) in the amount of Twenty Million Dollars (\$20,000,000.00) (or any higher amount as the Lessor reasonably requires from time to time) for a single claim.

12.2 Certificates of Currency

When required by the Lessor, the Lessee must provide copies of policies and certificates of currency for the insurance policies contemplated by clauses 12.1(b) and (c).

12.3 Blanket public liability insurance cover

Despite any other provision in the Lease for so long as the Lessee is Dental Partners Pty Ltd ACN 131 333 492 or a related body corporate (as defined in the *Corporations Act 2001*) of that company, the Lessor will accept the Lessee's blanket public liability insurance cover, and for the avoidance of doubt the Lessee will not be obliged to note the Lessor's or any other party's interest on that policy.

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13. Indemnity

13.1 Indemnity by Lessee

The Lessee is liable for and indemnifies the Lessor in respect of all Claims to the extent they arise directly from:

- (a) any loss, damage or injury to property or person to the extent caused or contributed to by:
 - (i) any negligent act or omission;
 - (ii) any default under this Lease;
 - (iii) the negligent use of the Premises, Building, or any of the Services, by or on the part of the Lessee or the Lessee's Employees, or
- (b) any overflow or leakage from any Service to the extent caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees.

However, the Lessee is not liable for and is not required to indemnify the Lessor in relation to Claims to the extent they arise out of the negligent act or omission of the Lessor or that of its employees, agents or contractors.

13.2 Release

The Lessor is not responsible for and the Lessee releases the Lessor from liability in respect of any:

- (a) Claim relating to any property of the Lessee or any other person in the Premises or any part of them however occurring, or
- (b) damage or injury to any person or property in the Premises or on any land near the Premises,

except to the extent that the Claim, damage or injury results from the negligence of the Lessor, its employees, agents or contractors.

14. Default and termination

14.1 Essential Terms

The essential terms of this Lease are:

- (a) Payment of Rent (clause 3.1);
- (b) Payment of Outgoings (clauses 4.1 and 4.3(b));
- (c) Payment for Services (clause 4.5);
- (d) Payment of GST (clause 4.6);
- (e) Use of the Premises (clause 5.1);
- (f) Lessee's Obligations Regarding Use (clauses 5.3 and 5.5);
- (g) Repair (clause 6.1);
- (h) Assignment and Sub-Letting (clause 9), and

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- (i) Insurance (clause 12.1).

14.2 Default

The Lessee is in default of this Lease if:

- (a) it breaches an essential term of this Lease and such breach remains unremedied for a period of fourteen (14) days after the Lessor serves written notice on the Lessee in accordance with any applicable conveyancing legislation or other applicable Act in force in the State;
- (b) it repudiates its obligations under this Lease;
- (c) an Insolvency Event occurs, or
- (d) its interest under this Lease is attached or taken in execution under any legal process.

14.3 Event of Default

If the Lessee is in default and does not remedy the default within the time stated in the notice specified in clause 14.2, the Lessor may do any one or more of the following without prejudice to any other right which it may have against the Lessee:

- (a) immediately re-enter into and take possession of the Premises or any part of them in which event this Lease will be at an end;
- (b) by notice to the Lessee, determine this Lease and from the date of giving that notice this Lease will be at an end, and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month, in which event the Lessee will be a monthly Lessee under clause 2.3.

14.4 Waiver

- (a) No failure to exercise and no delay in exercising any right, power or remedy under this Lease operates as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- (b) No waiver by the Lessor of a breach of a provision under this Lease is a waiver of another breach of that same provision or of any other.

14.5 Lessor may Rectify

The Lessor may, but is not obliged to, remedy at any time without notice any default by the Lessee under this Lease and do anything arising from the default that the Lessor considers necessary. Whenever the Lessor elects to do so, the Lessee must pay all reasonable Costs incurred by the Lessor as a liquidated debt.

14.6 Interest on Overdue Money

- (a) The Lessee must pay to the Lessor interest at the Default Rate on any Rent or other money due under this Lease (including money or Costs which are expressed to be payable or reimbursable to the Lessor on demand) but unpaid by the relevant date for payment.
- (b) Rent or money falling due for payment but unpaid as a result of a continuing breach of the same obligation bears interest at the rate applicable to the Rent or other money (as appropriate) which was due and unpaid when the breach of the obligation first occurred.
- (c) That interest will:

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- (i) accrue on a daily basis and be calculated on daily rests;
- (ii) be payable on demand or, if no earlier demand is made, on the first Business Day of each month where an amount arose in the preceding month or months;
- (iii) be calculated from the due date for payment of the Rent or other money (as appropriate) or, in the case of an amount payable by way of reimbursement or indemnity, the date notified by the Lessor to the Lessee of the amounts owing until the date of actual payment, and
- (iv) be recoverable in the same manner as Rent in arrears.

14.7 Lessor's Entitlement to Damages

The Lessor's entitlement to recover damages from the Lessee or any other person is not limited or affected by any of the following:

- (a) the abandonment or vacation of the Premises by the Lessee;
- (b) the Lessor's election to re-enter the Premises or determine this Lease;
- (c) the Lessor's acceptance of the Lessee's repudiation, or
- (d) the parties' conduct (or that of any of their employees or agents) constituting a surrender by operation of law.

15. Removal of fixtures and fittings

15.1 Obligation to yield up

The Lessee must, on or before the Terminating Date, yield up the Premises:

- (a) in the state of repair and condition described in clause 6.1 and having complied with clause 6.5; and
- (b) tidy and free from rubbish.

The Lessee will not be required to replace any floor or window coverings as part of its obligations under this clause or under any other clauses in the Lease.

15.2 Removal of Fixtures and Fittings

The Lessee may, but is not required to, on or before the Terminating Date or following early termination of this Lease, within fourteen (14) days of the termination, remove all or part of the Lessee's Fixtures and Fittings from the Premises.

15.3 Removal of Chattels

The Lessee must, on or before the Terminating Date or following early termination of this Lease, within fourteen (14) days of the termination, remove its goods or chattels held at the Premises.

15.4 Failure to Comply

If the Lessee fails to comply with its obligations under clauses 15.1 or 15.2 the Lessor may:

- (c) carry out such work as is necessary to ensure that those obligations are complied with;
- (d) treat any goods and chattels present on the Premises, as if the Lessee had abandoned its interest in them and deal with them in the manner the Lessor thinks fit at the Cost of the Lessee.

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15.5 Power of Attorney

- (a) The Lessee irrevocably appoints the Lessor and each of its directors to be severally the true and lawful attorneys of the Lessee to act at any time after the power to take back possession of the Premises has been exercised.
- (b) The attorneys are empowered to:
 - (i) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the Lessee affecting the Land together with any other documents needed to effect those dealings, and
 - (ii) do all things which the Lessee is required to do under this Lease.
- (c) The Lessee undertakes to ratify and confirm anything the attorney lawfully does and to pay the Lessor's reasonable expenses incurred in exercising the powers under this clause 15.5 on demand.
- (d) This appointment is made for valuable consideration, receipt of which is acknowledged.

16. Transfer duty and legal costs

Each party must pay its own legal Costs:

- (a) in relation to the preparation, negotiation, execution, stamping (if any), obtaining consent to and registration of this Lease;
- (b) in relation to any renewal of this Lease for a Further Term;

but the Lessee is responsible for the following Costs:

- (c) any registration fees and the Cost of obtaining the consent of any mortgagee in relation to this Lease;
- (d) all reasonable legal Costs incurred by the Lessor in relation to the transfer, assignment or subletting of this Lease; and
- (e) all reasonable legal Costs incurred by the Lessor (on a full indemnity basis) in relation to any breach of this Lease by the Lessee.

17. Communication

17.1 Communication

Any notice in writing to be given by a party under this Lease must be sent to the address (or fax number) for that party specified in Item 15 or to such other address (or fax number) for a party as may be notified in writing by that party to the other.

17.2 Receipt of Notice

A notice in writing shall be deemed to be received:

- (a) if hand delivered:
 - (i) before 4.00 pm (local time) on a Business Day, then on that day;
 - (ii) after 4.00 pm (local time) on a Business Day, then on the next following Business Day, or

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- (iii) on any day not being a Business Day, then on the next following Business Day;
- (b) if posted, on the second Business Day after posting, and
- (c) if sent by facsimile:
 - (i) before 4.00 pm (local time) on a Business Day, then on that day;
 - (ii) after 4.00 pm (local time) on a Business Day, then on the next following Business Day, or
 - (iii) on any day not being a Business Day, then on the next following Business Day.

18. Bank guarantee

18.1 Delivery of Bank Guarantee

Before the earlier of the Commencing Date and the date that the Lessee first occupies the Premises, the Lessee must deliver the Bank Guarantee to the Lessor.

18.2 Maintaining the Bank Guarantee

If for any reason the Bank Guarantee held by the Lessor is for less than the amount stated in Item 13, the Lessee must provide to the Lessor (at the Lessor's request) additional security by way of a replacement Bank Guarantee for such amount as is necessary to ensure that the Lessor holds a Bank Guarantee for not less than the amount stated in Item 13. The Lessee must do so within seven (7) Business Days of the Lessor giving the Lessee written notice to do so.

18.3 Claiming under the Bank Guarantee

The Lessor is entitled to claim under the Bank Guarantee amounts equal to any moneys due but unpaid by the Lessee to the Lessor under this Lease.

18.4 Return of the Bank Guarantee

Subject to the Lessor's rights under clause 19.3, the Lessor will return the Bank Guarantee to the Lessee on the later of the following dates:

- (a) the Terminating Date (or, if applicable, the end of any period of holding over under clause 2.3);
- (b) the date the Lessee vacates the Premises, and
- (c) the date that the Lessee complies with all of the Lessee's obligations under this Lease.

19. Miscellaneous

19.1 Laws Negatived

To the extent permitted by Law, the covenants, powers and provisions (if any) which are by virtue of any Law implied in leases or which extend or reduce the term, vary the effect of any obligation of the Lessee under this Lease or affect the exercise by the Lessor of any rights under this Lease, are expressly negatived.

19.2 Governing Law

This Lease is governed by the laws of the State. The parties submit to the non-exclusive jurisdiction of Courts exercising jurisdiction there.

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19.3 Severance

Any provision of this Lease which is unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the unenforceability. This will not invalidate the remaining provisions of this Lease nor affect the enforceability of that provision in any other jurisdiction.

19.4 Entire Agreement

This Lease contains all the contractual arrangements of the parties with respect to the transactions to which it relates. It supersedes all earlier conduct by the parties with respect to those transactions.

19.5 Obligation in Relation to Employees, Agents, Contractors and Others

The Lessee must make sure that the Lessee's Employees and all other people on the Premises do not do or fail to do anything on or near the Premises which, if the Lessee did it or failed to do it, would be a breach of this Lease.

20. Guarantee

20.1 Definitions

In this clause:

(a) a reference to "Rent" (whether or not it is a reference to rent due or payable under the Lease) includes:

- (i) Rent;
- (ii) money for the right to occupy and use the Premises;
- (iii) any amount to be paid on account of the Lessee's Contribution;
- (iv) Lessee's Contribution;
- (v) any amount to be paid by the Lessee to adjust the Lessee's Contribution;
- (vi) GST;
- (vii) other money;
- (viii) any Cost, and
- (ix) damages,

under, resulting from, relating to or arising from or, in the case of damages, arising from the breach of or from failure to perform or comply with a term or agreement contained in the Lease, and

(b) "Lease" means:

- (i) any legal or equitable interest, such as an agreement for Lease, an equitable Lease, a periodical tenancy, a tenancy at will or other tenancy, arising from entry into possession of the Premises or the payment or acceptance of money for the right to occupy and use the Premises under, resulting from or relating to this document, the leasehold estate or any agreement, arrangement or negotiations relating to this document or the leasehold estate, and
- (ii) includes the leasehold estate during any period beginning at the end of the term of the leasehold estate during which the Lessee holds over pursuant to clause 2.3 of this document.

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20.2 The Guarantor

The Guarantor is the person or persons referred to in Item 14. If the Guarantor comprises more than one person:

- (a) each is liable even if the others do not execute the Guarantee;
- (b) each becomes liable when he or she executes the Guarantee, and
- (c) the liability of those that execute the Guarantee will be joint and several.

20.3 Guarantee

In consideration of the Lessor agreeing to enter this Lease at the request of the Guarantor, the Guarantor:

- (a) guarantees to the Lessor that the Lessee will duly and punctually pay the Rent and other money payable under the Lease;
- (b) guarantees to the Lessor that the Lessee will duly and punctually observe and perform its obligations, and
- (c) undertakes to the Lessor that, with the Lessee, the Guarantor will be jointly and severally liable to the Lessor for the payment of Rent and other money and the due and punctual observance and performance of the Lessee's obligations.

20.4 Indemnity

The Guarantor indemnifies the Lessor and will keep it indemnified from and against:

- (a) any Cost, damages or other loss sustained or incurred by the Lessor as a result of the Lessee's failure to duly and punctually pay Rent or any other money, and
- (b) all Claims arising directly or indirectly from the Lessee's failure to comply with its obligations in the Lease.

20.5 Liability not Discharged

The Guarantor's liability will not be discharged or reduced by:

- (a) the Lessor granting any time, concession or indulgence to the Lessee;
- (b) the Lessor entering into any composition or scheme of arrangement with the Lessee;
- (c) the Lessor waiving any breach or default by the Lessee;
- (d) the Lessor failing to enforce the terms of the Lease against the Lessee;
- (e) the disclaimer of the Lease on insolvency of the Lessee, or
- (f) any payment by the Lessee being avoided or set aside under the law relating to insolvency or under any other Law.

20.6 Further Indemnity

If the terms of the Lease are void or not enforceable against the Lessee for any reason, the Guarantor indemnifies the Lessor and will keep it indemnified against any loss, Cost or Claim it may suffer as a result. That loss will include all money that would have been payable by the Lessee had the Lease been fully enforceable against the Lessee.

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20.7 Assignment

On assignment of the Lease, the Lessee must obtain a guarantee acceptable to the Lessor. Any liability under the Lease in relation to liabilities arising after the Lease is assigned will be discharged if:

- (a) the Lessee complies with the requirements of clause 9.3(c) of the Lease in assigning the Lease;
- (b) a guarantee has been obtained and delivered to the Lessor;
- (c) the assignee and the new Guarantors together have at least the financial resources relative to the Lessee's obligations at the date of assignment.

20.8 Application

The guarantees and indemnities in this clause 21 are separate, independent and principal obligations of the Guarantor that:

- (a) apply to any holding over by the Lessee named in the Lease;
- (b) do not apply to any holding over by an assignee, unless the assignee is also a lessee named in the Lease; and
- (c) do not apply to any further leases granted after the end of this Lease.

21. Conditional settlement

- (a) The Lessor acknowledges that the Lessee has entered into a Business Purchase Agreement to purchase the business operated from the Premises and the parties agree that this Lease is not valid and does not come into effect unless and until settlement of the Business Purchase Agreement is effected.
- (b) The Lessor releases the Lessee from all actions, demands and claims of whatsoever nature taken by the Lessor against the Lessee and arising out of or in connection with the Lessee's failure to complete the Business Purchase Agreement.

22. Authority

The Lessor authorises the Lessee and its solicitors or agents:

- (a) to amend (including insert date of execution of this Lease and any other information in the required in the Schedule);
- (b) to complete any blanks;
- (c) to rectify any error;
- (d) to make any alterations, deletions or additions; and
- (e) to initial any changes;

that may be necessary to enable registration of the Lease.

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23. Air Conditioning

23.1 Maintenance

- (a) The Lessee agrees to service and maintain the Air Conditioning Equipment at the Lessee's expense during the Term.
- (b) The Lessor must notify the Lessee of any planned interruption affecting the air conditioning service provided by the Air Conditioning Equipment, except interruptions:
 - (i) which are beyond the Lessor's control; or
 - (ii) which are necessary for the maintenance or repair of the Air Conditioning Equipment, provided that the Lessor will endeavour to minimise as far as practicable any such interruptions during trading hours.
- (c) The Lessor will not be in breach of the Lease if air conditioning is not provided during periods of unavoidable breakdown or failure of the Air Conditioning Equipment, except to the extent that:
 - (i) the Lessor has been notified of the failure or malfunction of the Air Conditioning Equipment and the Lessor does not remedy the failure or malfunction within 7 days or such shorter period as is reasonably required to remedy the failure or malfunction; or
 - (ii) the failure or malfunction of the Air Conditioning Equipment is due to the Lessor failing to maintain and service the Air Conditioning Equipment.

If the Lessor breaches this clause, then the Lessee will, for each day that the air conditioning is unavailable, be entitled to a full days abatement of Rent until the Air Conditioning Equipment is functioning normally. For avoidance of doubt, the Lessee will not be in breach of its obligations if the Lessee deducts the abatement amount from the Rent.

23.2 Repair and Replacement

The Lessor is responsible for the replacement of the Air Conditioning Equipment, including any major or capital parts of the Air Conditioning Equipment. The Lessor's obligations as set out in this clause 23 apply to any new Air Conditioning Equipment installed in the Premises by the Lessor.

24. Mortgagee's Consent

The Lessor must, at the Lessee's Cost procure the unconditional consent to this Lease by any mortgagee of the Land.

GENERAL CONSENT

1. Lot on Plan Description Lot 208 on SP 194148	County AUBIGNY	Parish DRAYTON	Title Reference 50632650
2. Instrument/document being consented to			
Instrument/document type LEASE			
Dated			
Names of parties ISOBELLA-ANN DEBORAH KAY BARBER			
DENTAL PARTNERS PTY LTD ACN 131 333 492			
3. Instrument/document under which consent required			
Instrument/document type MORTGAGE			
Dealing No. 711236724			
Names of consenting party MEDFIN AUSTRALIA PTY LTD 070 811 148			

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

signature.....
full name.....
qualification.....
Witnessing Officer Highway
SYDNEY NSW 2065
(Witnessing Officers must be a person named in Schedule 1
of the Land Title Act 1994 eg. Legal Practitioner, JP, C Dec)
PH: 02 9462 2228

10 13 14
Execution Date

..... director
..... director/secretary
MEDFIN AUSTRALIA PTY LTD 070 811 148
Consenting Party's Signature

Date
Signed as Power of Attorney on behalf of
Medfin Australia Pty Limited ABN 89 070 811 148
Under Power of Attorney number 711615312

K Anderson
Karen Anderson
Business Manager

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 DERM see the department's website.

REGISTRATION CONFIRMATION STATEMENT

DEPT OF NATURAL RESOURCES AND MINES, QUEENSLAND

Title Reference : 50632650

This is the current status of the title as at 14:11 on 29/07/2014

REGISTERED OWNER

Dealing No: 711236721 04/12/2007

ISOBELLA-ANN DEBORAH KAY BARBER

ESTATE AND LAND

Estate in Fee Simple

LOT 208 SURVEY PLAN 194148
County of AUBIGNY Parish of DRAYTON
Local Government: TOOWOOMBA
COMMUNITY MANAGEMENT STATEMENT 35992

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10721155 (ALLOT 6 SEC 54)
Deed of Grant No. 10721156 (ALLOT 7 SEC 54)
2. MORTGAGE No 711236724 04/12/2007 at 09:25
MEDFIN AUSTRALIA PTY LTD A.C.N. 070 811 148
3. LEASE No 715913527 24/07/2014 at 13:25
DENTAL PARTNERS PTY LTD A.C.N. 131 333 492
OF THE WHOLE OF THE LOT
TERM: 04/02/2014 TO 03/02/2019 OPTION 5 YEARS

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

DEALINGS REGISTERED

715913527 LEASE TG:106073

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

EV Dann

Registrar of Titles and Registrar of Water Allocations

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