

Dealing Number

Duty Imprint



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1. Lessor CAMIJOJO PTY LTD ACN 125 693 432 as Trustee for SUNPEAK SUPER FUND ACN 166 655 116	Lodger (Name, address & phone number) SHORT PUNCH & GREATORIX PO BOX 5164, GCMC QLD 9726 Phone: (07) 5570 9323 REF: MAW:	Lodger Code GC30
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2. Lot on Plan Description	Title Reference
Lot 8 on RP 837901	18207066

3. Lessee	Given names	Surname/Company name and number (include tenancy if more than one)
		RESULTS NOT PROMISES PTY LTD ACN 158 106 640

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
That part of the ground floor of the building on the land being known as shop 1 "LEASE A" . yw

6. Term of lease	7. Rental/Consideration
Commencement date/event: 29-4-2019 Expiry date: and/or Event 28-4-2029 #Options: 1 x 5 years and 1 x 7 years 6 months #Insert nil if no option or inset option period (eg 3 years or 2 x 3 years)	SEE SCHEDULE yw

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

NOT REQUIRED..... signature	CAMIJOJO PTY LTD ACN 125 693 432
..... full name	
..... qualification	20/08/18 yw Execution Date DIRECTOR
Witnessing Officer	Lessor's Signature DIRECTOR

9. Acceptance	
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.	
..... signature	Results Not Promises Pty Ltd
..... full name	ACN 158 106 640
..... qualification	15/8/18 yw Execution Date Director
Witnessing Officer	Director Lessee's Signature

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

Title Reference [18207066]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: FORM 7

Name of authorised person or solicitor: MICHAEL ANTHONY WEBB

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
SHORT PUNCH AND GREATORIX

Item/s being altered or corrected: ITEM 2, ITEM 5 & ITEM 6

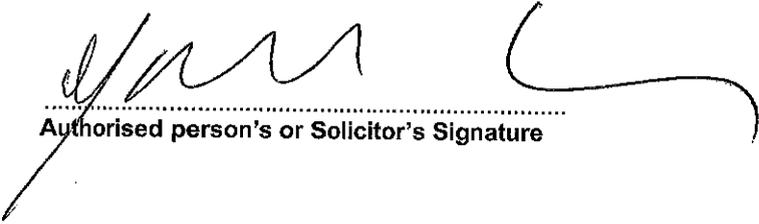
Details of alteration or minor correction:

ITEM 2: Added "LOT 8 on RP 837901" & Added Title Reference "18207066"

ITEM 5: Crossed out Shop 1 and added "LEASE A"

ITEM 6 Added Commencement date "29.4.2019", Added Expiry date "28.4.2029" Added Options "1x5 years" & 1x7 years
6 months

Party represented (where signed by solicitor): LESSOR


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

Name of authorised person or solicitor:

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

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

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

Title Reference: 17055049- 18207066

1. INTERPRETATION

Definitions

1.1 The following definitions, together with those on the Form 7 and in the Particulars, apply unless the context requires otherwise.

'Act' means the *Retail Shop Leases Act 1994*.

'Air Conditioning Equipment' means all the equipment used for the manufacture and reticulation of conditioned air in the Premises.

'Body Corporate' means (if applicable) the body corporate for the Complex under the Body Corporate and Community Management Act 1997.

'Bond' means a sum of money specified in the Particulars to be paid by the Lessee to the Lessor to secure the Lessor against loss or damage resulting from any default by the Lessee under this lease.

'Common Areas' means the 'common property' of the Complex.

'Complex' means all the land and the buildings erected on the Land.

'CPI' means the Consumer Price Index for Brisbane (All Groups) published by the Australia Bureau of Statistics. If the CPI no longer exists, it means that index that the Lessor decides reflects changes in the cost of living in Brisbane.

'GST' means the goods and service tax under A New Tax System (Goods and Services) Tax Act and includes other related legislation.

'Land' means the land in Item 2 of the Form 7 Lease and includes buildings, car parking areas, footpaths, access ways, entrances, toilets, loading docks and any other fixed improvements to the land. In the case where the Lot forms part of a Body Corporate the Land includes all improvements on all the lots in the Body Corporate.

'Lease Year' means 12 months (or part of it) starting on the Commencement Date.

'Lessee's Business' means the business carried on from the Premises.

'Outgoings' means all amounts paid or payable by the Lessor in respect of the operation, maintenance and repair of the whole of the Premises, Land and Complex, and in particular, but in no way limited to, the following heads of expenditure provided that where the Lessor is prohibited by law from recovering from the Lessee any item or part of any item included in any such head of expenditure then such head of expenditure shall not be severed in its entirety but shall be read down to the extent necessary to comply with such law:-

- (a) council rates and charges;
- (b) levies imposed by the Body Corporate (if applicable);
- (c) insurance premiums for:-
 - (i) full insurable value of improvements;
 - (ii) public liability; and
 - (iii) such other risks (including machinery breakdown) as the Grantor reasonably considers appropriate;

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- (d) the cost of repairs, maintenance and painting (excluding structural repairs and capital costs);
- (e) the cost of providing and operating Services (such as cleaning, garbage removal, lighting and pest control) and including the repair of any plant and equipment;
- (f) the cost of providing, maintaining and repairing the air conditioning equipment and the cost of electricity consumed by such equipment to supply air conditioning.
- (g) the cost of electricity consumed for lighting.
- (h) operating and maintaining signs and directories.
- (i) rates and charges payable to any local authority in relation to the provision or reticulation of water (except where the premises is separately metered for water) and/or sewerage and/or drainage services;
- (j) all rates, taxes, (other than land tax, capital gains tax or income tax), charges, fire service levies, assessments, outgoings and impositions whatsoever (whether parliamentary, municipal or otherwise and whether assessed, charged or imposed by or under Federal or State law or by Federal, State or local authorities and whether on a capital or revenue value or any other basis and even though of a novel character) which may at any time after the date of commencement of the term hereof be assessed, charged or imposed in respect of the Land or any part thereof;
- (k) to the extent that it is legally permissible from time to time land taxes or taxes of the nature of a tax on land;
- (l) the cost of purchasing, hiring and maintaining and servicing all the gardens, lawns, potted shrubs, planted area, fountains and artificial water courses and associated plant in or about the land;
- (m) the cost of repairs maintenance renovations or replacements of any of the parts of the Land (other than expenditure incurred by way of rebuilding or additions to the Land) in keeping the Land and all parts thereof in good and substantial repair and condition;
- (n) the cleaning and sweeping of the common areas and the interior and exterior of the Land;
- (o) maintaining and repairing lighting servicing the common areas including the cost of electricity consumed therein;
- (p) the cost of supplying any towels and other toilet requisites in water closets, washrooms and lavatories in the common areas;
- (q) collecting trade waste and disposing of garbage and residue from the common area and areas said to the various Lessees of any part of the Land and the wages of employees and fees and/or premiums payable to contractors engaged to collect and dispose of the same.
- (r) the provision of security and/or caretaking services to the Land;
- (s) the costs of management control and administration of the Land and the collection of rents, calculation and re-calculation of rents and other moneys payable by the Lessees of premises situate in the Land including but without limiting the generality of the foregoing wages, allowances, long service leave, holiday pay, sick leave, superannuation and provision for long service leave paid or payable to employees employed in operating, cleaning, maintaining and/or administering the Land (including

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persons employed by the Lessor solely for security and/or caretaking in relation to the Centre) and fees and charges paid to any managing agent;

- (t) the cost of furnishing to the Lessees of the Land:-
 - (i) the annual estimates of each of the expenses included in the Outgoings; and
 - (ii) expenditure incurred on the annual statements of outgoings audited by a Public Accountant,
- (u) to the extent permitted by law from time to time such sum in each year as the Lessor may reasonably decide to set aside as a fund to cover repairs, replacements and maintenance of a substantial but irregular nature to the Land provided always that any expenditure of the nature aforesaid shall only be included in the Outgoings to the extent to which the fund shall not be sufficient to cover the same when such expenditure is actually incurred; and
- (v) the fees and/or premiums payable to specialist contractors for the maintenance servicing and repairs of the appurtenances and plant serving the common areas or the tenants of the Land in common;

Outgoings Year means the 12 month period ending on 30 June in each year or on another day specified in a notice the Lessor gives to the Lessee.'

Redecorate means to redecorate the Premises to the Lessor's satisfaction and includes (but does not limit):-

- (a) cleaning the whole of the interior of the Premises, all fixtures and fittings and the Lessee's equipment;
- (b) the treatment as previously treated of all internal surfaces of the Premises by painting (with not less than two (2) coats of good quality paint), staining, polishing or otherwise to a specification previously approved in writing by the Lessor;
- (c) the replacing of all floor coverings, window coverings, ceiling tiles (or similar ceiling material) or blinds; and
- (d) given the high standard and quality of tenants fitout within the Complex, replacing the Lessee's fixtures, fittings and equipment in the Premise which in the reasonable opinion of the Lessor are worn or damaged and in need of replacement to ensure such standard and quality is maintained.

'Valuer' means a Specialist Retail Valuer as defined in the Act.

General

1.2 The following apply to this lease:-

- (a) This lease is governed by Queensland law.
- (b) The provisions of sections 105, 107 and 109 of the Property Law Act 1974 are separately covered in this lease and are excluded from it.

1.3 The following rules of interpretation apply unless the context requires otherwise:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and the plural includes the singular.

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- (c) A gender includes all genders.
- (d) A person includes an individual and a corporation.
- (e) A reference to any party to this lease includes its successors and assigns.
- (f) A reference to a right or obligation of any party comprising two or more people confers that right, or imposes that obligation, on each of them individually and both (or all) of them together.
- (g) A reference to legislation includes an amendment of or substitution for it and a regulation or statutory instrument issued under it.
- (h) Unless stated otherwise, one word or provision does not limit the effect of another.
- (i) Reference to the whole includes part.
- (j) All obligations are taken to be required to be performed properly and punctually.
- (k) Where anything is permitted in an 'emergency' the opinion of the Lessor as to the existence or non-existence of an emergency is conclusive.
- (l) Anything to be done on a Saturday, Sunday or a public holiday in Queensland may be done on the next business day, except the Lessee's trading hours obligations.
- (m) Every obligation by the Lessee is taken to include an obligation by the Lessee to ensure that each of the Lessee's employees and others under the Lessee's control comply with that obligation.
- (n) If under this lease the Lessee requires the consent, approval or agreement of the Lessor for any action, the Lessee must obtain it in writing before the Lessee starts to take that action.

2. TERM

Length at lease

- 2.1 This lease starts on the Commencement Date and its provisions bind the parties on and from that date, whenever the lease is signed or dated. It ends at midnight on the Expiry Date.

Monthly tenancy

- 2.2 If the Lessor consents to the Lessee continuing to occupy the Premises after the Expiry Date, the Lessee shall do so on the terms of this lease, for a fixed term of one month and then for successive periods of one month each. Either party may end the tenancy at any time by giving one month's notice to the other.

Further Term

- 2.3 (a) If the Lessee -
- (i) wishes to have a lease of the Premises granted to it for the Further Term to commence immediately after the Expiry Date;
 - (ii) gives a notice to the Lessor not more than six months' nor less than three months' before the Expiry Date; and
 - (iii) at all times during the term of the lease and at the time of exercising the option and at the Expiry Date, is not or has not been in default under this lease,

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the Lessor will grant to the Lessee a lease of the Premises for the Further Term upon the same provisions as are contained in this lease, including any guarantee by the Guarantor (who must sign the further lease as a condition of the grant of the further lease), except that:-

- (iv) the initial Rent shall be determined by applying the Method of Review for the relevant date referred to in the Particulars;
- (v) the next Further Term (if any) shall be renumbered in the Particulars and any subsequent Further Terms shall be renumbered appropriately; and
- (vi) if there is only one Further Term, this sub-clause shall be deleted from the lease for that Further Term.

3. RENT

Payment

- 3.1 The Lessee must pay the Rent without deduction or set off, by equal monthly instalments in advance on the first day of each month (unless advised in writing by the Lessor), and must keep the rental paid two months in advance at all times, to the Lessor or the Lessor's agent or at any other address notified by the Lessor to the Lessee. Such Rent must be paid in the manner as directed by the Lessor, which, without limiting any manner of payment, may include direct debit to the Lessor or requiring the Lessee to pay rental on each monthly anniversary of the Commencement Date.
- 3.2 If an instalment is for a period of less than one month, then that instalment is that 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.

CPI Rent Review

- 3.3 On each Review Date for which a CPI Review is specified in the Particulars, the Rent will be varied in accordance with the following formula:-

$$R = \frac{A \times B}{C} \text{ multiplied by } 102\%$$

Where R = the varied Rent;

A = the Rent immediately prior to the relevant Review Date;

B = the CPI last published before the relevant Review Date; and

C = the CPI last published before the date on which the Rent immediately prior to the relevant Review Date became effective.

Market Rent Review

- 3.4 On each Review Date for which a Market Review is specified in the Particulars, the following procedure applies:-
 - (a) The Lessor may notify the Lessee of the amount which the Lessor considers to be the current market rent for the Premises and that amount will be the Rent payable from the relevant Review Date unless paragraph (b) applies;
 - (b) If the Lessee advises the Lessor within one (1) month after receiving the Lessor's notice under clause 3.4(b) above that the Lessee does not agree with the Lessor's determination of the current market rent, the current market rent payable from the relevant Review Date is to be determined by a Valuer agreed by the Lessor and the Lessee, or failing agreement, nominated

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by the by the President for the time being of the Australian Institute of Valuers and land Economists Inc (Queensland Division) on the application of the Lessee or Lessor.

- (c) The Lessor may give notice under paragraph (a) after the relevant Review Date, and any variation in the Rent, when agreed or decided, will take effect from the relevant Review Date.

Percentage Rent Review

- 3.5 On each Review Date for which a Percentage Review is specified in the Particulars, the Rent will be increased by the Percentage Rent Increase.

Fixed Rental Review

- 3.6 On each Review Date for which a Fixed Review is specified in the Particulars, the Rent as and from the given Review Date will be the corresponding fixed review amount.

4. OTHER MONEYS PAYABLE BY LESSEE

Outgoings

- 4.1 (a) The Lessee must pay to the Lessor the proportion of outgoings attributable to the Premises which shall be the proportion that the area of the Premises bears to the total area of all premises on the Land that are leased to or occupied by lessees who enjoy or share the benefit resulting from the outgoing or available for lease to or occupation by lessees who would, if leased or occupied, enjoy or share the benefit resulting from the outgoing. Such proportion as at the commencement of this Lease is the Lessee's Proportion of Outgoings as defined in the Particulars.
- (b) The Lessor must give the Lessee its written estimate of Outgoings and the Lessee's Proportion of Outgoings:-
- (i) for the first Outgoings Year, before the Commencement Date; and
- (ii) for each following Outgoings Year, at least one month before the start of that year.
- (c) The Lessee must (subject to clause 4.1(e)) pay to the Lessor, on account of the Lessee's Proportion of Outgoings, one twelfth of the Lessor's estimate, with each monthly instalment of Rent.
- (d) The Lessor must within 3 months after the end of each Outgoings Year, provide to the Lessee an audited annual statement of outgoings in accordance with the Act within seven (7) days from receipt of such statement the Lessee must pay to the Lessor, or the Lessor must credit to the Lessee (as appropriate) the difference between the amount paid by the Lessee on account of the Lessee's Proportion of Outgoings and the amount actually payable by the Lessee.
- (e) Notwithstanding clauses 4.1(c) to 4.1(d) above, the Lessor may in its sole discretion elect to recover the Lessee's Proportion of Outgoings (or part or parts thereof) from the Lessee by making demand for same at any time during the term of the Lease and the Lessee must make payment of such within fourteen (14) days of such demand.

GST

- 4.2 (a) All amounts, specifically Rent, appearing in this Lease have been calculated without regard to GST.
- (b) The Lessee must pay to the Lessor any tax or levy incurred by the Lessor in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the receipt of payments under this lease including Rent. The Lessee must pay such tax or levy upon demand in writing by the Lessor. In particular an amount payable by the Lessee under

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this lease in respect of a taxable supply by the Lessor represents the value of the supply and the Lessee must in addition to that amount and at the same time pay to the Lessor the GST payable in respect of the supply.

- (c) If this lease requires the Lessee to pay reimburse or contribute to an amount paid or payable by the Lessor in respect of a creditable acquisition from a third party the amount for payment reimbursement or contribution will be the value of the acquisition by the Lessor plus if the Lessor's recovery from the Lessee is a taxable supply, the GST payable in respect of that supply.
- (d) The Lessor must deliver to the Lessee when claiming any such payment reimbursement or contribution such documentation as may be required to allow the Lessee to claim any input tax credits to which the Lessee may be entitled in relation to such payment reimbursement or contribution.

Service charges

4.3 The Lessee must pay for all services, including:

- (a) electricity (including electricity for the Air Conditioning Equipment), gas and telephone, directly supplied to the Premises and separately metered;
- (b) any grease trap charges for the Premises (if applicable);
- (c) all water rates and trade waste charges (if any) cleansing dues and licence permit or inspection fees which may from time to time be assessed imposed levied or charged in respect of or directly attributable to the Premises or because of the Lessee's Business
- (d) any rates, assessments, levies or taxes assessed or charged by any government, semi or local government, statutory or other body on the Premises or because of the Lessee's Business.

and if the Lessor shall pay same then the Lessee shall refund the amount thereof to the Lessor immediately upon demand

Interest for late payment

4.4 If the Lessee does not pay any money owing to the Lessor under this lease within 7 days after the due date, the Lessee must pay to the Lessor interest on that money at a rate of 15% per annum from the due date until the money is paid.

Legal costs

4.5 The Lessee must immediately on demand the following costs and expenses:-

- (a) survey fees associated with the registration of this lease;
- (b) intentionally blank;
- (c) stamp duty on this lease (if applicable);
- (d) registration of this lease;
- (e) the Lessor's costs in relation to an assignment, subletting or surrender of this lease;
- (f) the Lessor's costs in considering a request for any consent or approval by the Lessor under this lease;
- (g) the Lessor's costs as a result of a default by the Lessee under this lease;

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- (h) for all costs in relation to any variation of the Lease requested by the Lessee; and
- (i) all legal costs payable by the Lessee hereunder shall be payable on the basis of Solicitor and client costs incurred by the Lessor or its Solicitor.

Special Charges

- 4.6 Any charges, expenses, rates, assessments, levies or taxes (or any additional charges, expenses, rates, assessments, levies or taxes) assessed or charged against the Premises, the Land, the Lessor or the Body Corporate (if applicable) because of the nature or trading hours of the Lessee's Business, the use of the Premises by the Lessee or because the Lessee is in possession of the Premises (which shall be determined in the Lessor's sole discretion) shall be payable by the Lessee to the Lessor immediately upon demand. For the avoidance of doubt this includes but is not limited to:-
- (a) Any additional security costs incurred by the Lessor as a result of the Lessee's Business Lessee's trading hours;
 - (b) Any additional electricity costs incurred by the Lessor as a result of the Lessee's Business and the Lessee's trading hours; and
 - (c) Any additional insurance premiums or excess incurred or charged against the Lessor as a result of the Lessee's Business or trading hours.

A demand by the Lessor shall be prima facie and conclusive evidence of the charge or additional charge.

5. CONDUCT OF BUSINESS

Use of Premises

- 5.1
- (a) The Lessee must use and bring into use the Premises for the Permitted Use only.
 - (b) The Lessee must actively trade from the Premises under the Lessee's Trading Name and no other trading name.
 - (c) The Lessee must not carry on or permit to be carried on in or upon the Premises or any part thereof any unlawful dangerous noxious noisy or offensive trade or business whatsoever and not to use or permit to be used the Premises or any part thereof for residential or sleeping purpose nor for any purpose of an illegal immoral or improper nature or injurious to the reputation of the Complex.
 - (d) It shall be the Lessee's responsibility to obtain at its expense from the Local Authority and any relevant Government Departments or instrumentalities all consents permits and licenses required from time to time to allow the Lessee to use the Premises for the Lessee's Business. The Lessor does not make any representations or warranties that the Premises are fit and/or licensed for the Permitted Use or the Lessee's Business. Prior to commencing Trade and within seven (7) days from demand by the Lessor, the Lessee must present all relevant certificates of compliance necessary for the Lessee to undertake the Lessee's Business in the Premises.

Trading Hours

- 5.2 The Lessee must:
- (a) keep the Premises open for the Complex's Trading Hours (or such other hours as advised by the Lessor from time to time) so long as those hours are permitted by law;

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- (b) obtain the Lessor's consent before opening or closing the Premises for business outside the Complex' Trading Hours and pay any additional costs associated with opening for such extended time; and
- (c) at all times give to the Lessor a faithful and true account of the nature of the business carried on by the Lessee and the times during which the Premises have been kept open for business and in any proceedings in relation to the Premises the onus shall be upon the Lessee to prove that the Premises were used in accordance with this provision and not otherwise.

Operation of business

- 5.3 The Lessee must operate the Lessee's Business to the best of the Lessee's ability in an efficient and business like manner.

Compliance with law

- 5.4 The Lessee must:-
- (a) at the Lessee's cost comply with all laws, orders, ordinances, regulations and by-laws relating to the Premises or to the Lessee's use or occupation of the Premises and with any requirements of any authority, relating to the Premises or their use; and
 - (b) not do or omit to do any act or thing whereby the Lessor may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any statute, ordinance, regulation, by-law, order, requirement, or notice.

Nuisance

- 5.5 The Lessee must not:-
- (a) carry on in any part of the Premises, the Land and the Complex any annoying, noxious, offensive, or illegal business, occupation, or practice; and
 - (b) use any plant or machinery which through noise, odors, vibrations, or otherwise may be or grow to be an annoyance, nuisance, grievance, damage, or disturbance of the Lessor or other lessees or people in the Complex or Land. In particular, the Lessee must not use any sound or light equipment which may be heard or seen outside the Premises and which, in the Lessor's opinion, may cause a nuisance.

No warranty

- 5.6 The Lessor makes no warranty or representations regarding:
- (a) the suitability of the Premises for the Permitted Use or any other purpose and the Lessee occupies the Premises at its own risk;
 - (b) the exclusivity or otherwise of the Permitted Use for the Lessee, and the Lessee acknowledges that Lessor may lease or licence parts of the Complex which it owns for use by a business which competes with the Lessee's Business; and
 - (c) any potential trading figures, foot traffic or custom within the Complex.

6. MAINTENANCE OF PREMISES

Repair

- 6.1 The Lessee must:

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- (a) keep the Premises, including all fixtures and fittings in them, in good repair and condition except for fair wear and tear;
- (b) keep the Premises clean and tidy;
- (c) make good any damage caused to the Premises;
- (d) give immediate notice to the Lessor of any accident to or defect in any water pipes or electric light wiring or fittings of which the Lessee is aware; and
- (e) make good any damage caused to the Complex by the Lessee, the Lessee's employees or others under the Lessee's control.

Alterations

- 6.2 The Lessee must not make any alterations or additions to the Premises (including cutting, maiming, defacing, injuring or permitting to be cut, maimed, defaced or injured any of the walls, floor or ceiling) without the written approval of the Lessor and of any authority whose approval is necessary to enable the work to be lawfully carried out. The Lessor may withhold approval in its discretion if the Lessee wishes to carry out structural building work. The Lessee must give the Lessor plans and specifications for the proposed work, and pay any reasonable fees charged by the Lessor's architect (or other advisor engaged by the Lessor) for advising on them. The Lessee must only install new and high quality shop fittings in the Premises

Signs and Blinds

- 6.3 The Lessee must not put any sign within the Complex, on the outside of the Premises or inside of the Premises visible from outside the Premises without the approval of the Lessor. Further the Lessee must not erect or affix any blinds or awnings to the outside of the Premises or any blinds (Venetian or otherwise) to the interior of the windows, display windows or doors or affix any fittings to the exterior walls or ceilings of the Premises and Complex without the written consent of the Lessor which may be granted or refused or granted subject to conditions in the absolute discretion of the Lessor.

Plate glass and signs

- 6.4 The Lessee must promptly at its expense repair or replace any broken or damaged glass and signs in the Premises.

When the lease ends

- 6.5 At the end of the lease the Lessee must, at the Lessee's cost (unless otherwise advised in writing by the Lessor):
- (a) vacate the Premises and if required by the Lessor give them back to the Lessor in the same condition as they were in before the Commencement Date, except for fair wear and tear;
 - (b) leave the Premises in good and tenantable condition;
 - (c) ensure that all certificates, licenses, authorisations in place at the commencement of the lease are in place and valid at the expiry of the Lease;
 - (d) remove the Lessee's property from the Premises. Anything left will become the property of the Lessor, who may keep it, or dispose of it at the Lessee's cost;
 - (e) if required by the Lessor Redecorate the Premises;
 - (f) if requested by the Lessor, remove any alterations, fixtures, fittings, wall or floor coverings (including tiles) installed by or for the Lessee and any material (including glue) used to affix those items; and

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- (g) replace any broken or damaged items within the Premises including but not limited to any tiles, doors, windows and partitions.

Lessee to Redecorate

- 6.6 Notwithstanding anything to the contrary contained herein the Lessee shall within the three (3) months prior to the expiration of the term certain and at the expiration of any extension or renewal thereof Redecorate the Premises to the reasonable satisfaction of the Lessor.

Failure of Lessee to Redecorate

- 6.7 If the Lessee fails to redecorate the Premises in accordance with this Lease, the Lessor may enter upon and redecorate the Premises at the Lessee's cost. The Lessee must pay the Lessor those costs on demand.

Lessee's works

- 6.8 (a) The Lessee must not carry out works to the Premises (including those it is required to do under this clause 6) without the Lessor's approval. The Lessee shall pay the Lessor's reasonable costs associated with such approval. The Lessor may impose conditions if it gives its approval (including what works are to remain, what are to be removed and what are to be reinstated and to what condition when the Lessee vacates the Premises).
- (b) Where the works include hanging any items from the ceiling of the Premises or structural works in relation to the Premises (including stairways, suspended floors, and the installation of other structures) the Lessee must provide the Lessor with engineering certificates from an engineer approved by the Lessor confirming the structural integrity of the design and the completed works.
- (c) The Lessee must not begin to carry out works until it has satisfied the Lessor that all insurance required by law or that the Lessor reasonably requires are in place.
- (d) The Lessee must carry out works (including those it is required to do under this clause 6):
- (i) in a proper and workmanlike manner;
 - (ii) in accordance with:
 - (1) conditions imposed by the Lessor when giving approval and the Lessor's reasonable requirements and directions including any fitout guide or other documentation produced by the Lessor;
 - (2) any plans, specifications and schedule of finishes approved by the Lessor (who must not unreasonably withhold its approval); and
 - (3) all laws and the requirements of authorities;
 - (iii) with contractors approved by the Lessor (who must not unreasonably withhold its approval); and
 - (iv) without disturbing others.
- (e) The works must be supervised by the Lessor's architect or other nominated consultant, and the Lessee must pay or reimburse the Lessor on demand for all expenses or costs reasonably incurred or charged in connection with the supervision.
- (f) The Lessee will pay to the Lessor or the Lessor's agents or contractors the cost of any structural, mechanical, electrical or other work done or to be done by the Lessor or the

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Lessor's contractors to the Lot or the Premises as a result of the Lessee's works either before or after the Commencement Date.

Cleaning

6.9 The Lessee will:-

- (a) keep the Premises (including the whole of the interior of the Premises and the internal and external surfaces of the windows and glass) in a through state of cleanliness;
- (b) not allow any accumulation of useless property or rubbish; and
- (c) at its own expense employ staff for the regular daily cleaning of the interior of the Premises and the interior and exterior surfaces of windows and glass on every day during which the Premises are open for business.

7. INSURANCE AND RISK

Insurance by Lessee

7.1 The Lessee must at all times effect and keep current during the term hereby created or any holding over or renewal thereof in respect of the Premises insurance policies covering:-

- (a) public liability for the Public Risk Insurance Amount in respect of any single accident or event. Such policy shall indemnify the Lessor against actions suits claims and demands of any kind arising from the use by the Lessee, his servants, agents, invitees or licensee of the said building or portions thereof.
- (b) plate glass for its full replacement value;
- (c) any business interruption to the Lessee's Business for a period no less than twelve (12) months which would otherwise restrain the Lessee in meeting it's requirements under the Lease, in relation to, but not limited to, the payment of rental, outgoings and rates. It shall be a requirement of such insurance policy that the insurer make payment to the Lessor of any rental and outgoings which would otherwise be payable by the Lessee for the full period of any business interruption;
- (d) the Lessee's property in the Premises or other property for which the Lessee is responsible or legally liable pursuant to this Lease for its full value against loss or damage resulting from fire and other risks including water, storm and rainwater damage. In the event that a dispute arises as to the sum which represents the full replacement cost the decision of the Lessor shall be conclusive. The proceeds of the insurance shall be and are hereby assigned and made payable to the Lessor and to the intent that when such proceeds of insurance shall be paid to the Lessor they shall be released to the Lessee (provided the Lessee is not in default hereunder);
- (e) a machine breakdown policy covering all the Lessee's equipment and the Lessor's equipment utilised by the Lessee (including the Air Conditioning Equipment);
- (f) any other special industry or industry specific insurance required by the Lessor; and
- (g) any other insurance required by law (including Workers Compensation insurance).

All such insurance policies shall:-

- (h) be taken out with insurers acceptable to the Lessor;
- (i) note the Lessor as an interested party; and

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- (j) be in forms and on terms satisfactory to the Lessor;

Evidence of insurance

- 7.2 (a) The Lessee must within seven (7) days of a request by the Lessor give the Lessor satisfactory evidence of the Lessee's insurance including by not limited to Certificates of Currency and copies of the policies.
- (b) The Lessee agrees that if the Lessee fails to take out or keep in force any insurance as above, or should any insurance not be reasonably approved by either the Lessor or its Mortgagee, the Lessor shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately payable by the Lessee to the Lessor on demand without prejudice to any other rights or remedies of the Lessor under this Lease.

Effect on insurance

- 7.3 The Lessee must not do anything which may make the Lessor's insurance invalid or capable of cancellation, or that may increase the Lessor's insurance premium.

Lessee's risk

- 7.4 The Lessee uses and occupies the Premises, and carries out all work in them, at the Lessee's own risk.

Release of Lessor

- 7.5 The Lessee releases the Lessor from any liability for loss, damage, injury or death occurring in the Premises or the Complex, except to the extent same can't be limited at law.

Indemnity by Lessee

- 7.6 The Lessee indemnifies the Lessor against any liability for loss, damage, injury or death caused by:
- (a) any act or omission on the part of the Lessee, the Lessee's employees or others under the Lessee's control; or
- (b) the Lessee's use or occupation of the Premises or the Complex.

8. DAMAGE AND DESTRUCTION

Termination of lease

- 8.1 If the Premises or the Complex of which they form part are destroyed or damaged, and:
- (a) the Lessor notifies the Lessee that the Lessor or the Body Corporate, as the case may be, considers that the damage is such as to make any repair impracticable or undesirable, the Lessor or the Lessee may terminate this lease without compensation by giving not less than 7 days' notice to the other; or
- (b) if the Lessor or the Body Corporate, as the case may be, fails to repair the damage within a reasonable time having regard to the damage, the Lessee may terminate this lease by giving not less than 7 days' notice to the Lessor.

Reduction of Rent

- 8.2 If the Premises or the Complex of which they form part are destroyed or damaged:

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- (a) the Lessee will not be liable to pay Rent or be required to operate its business so long as the Premises cannot be used or are inaccessible due to that damage; or
- (b) if the Premises are only partly useable due to the damage, the Lessee's liability for Rent will be reduced while the Premises are not fully useable, in proportion to the reduction in their usability caused by the damage as decided by the Lessor.

Damage by Lessee

8.3 The Lessee will not be entitled to terminate this lease or to a reduction in Rent under this clause 8 and the Lease if the Lessee has caused or contributed to the damage or destruction.

9. DEALINGS WITH LEASE AND PREMISES

Assignment and subletting

- 9.1
- (a) The Lessee must not assign this lease or sublet or license the Premises (or part thereof) without the written consent of the Lessor.
 - (b) The Lessee must make a written request for the Lessor's consent to an assignment or sublease and must provide the Lessor with whatever information the Lessor may reasonably require concerning the financial standing and business experience of the proposed lessee. The initial request must enclose as a minimum the following information:-
 - (i) two (2) character references from persons or companies of undoubted substances and integrity;
 - (ii) two (2) business references from persons or companies of undoubted substances and integrity; and
 - (iii) a copy of financial statements (eg. Balance Sheet, Profit and Loss Statement) certified correct by an Accountant;
 - (c) The Lessor may withhold consent in its discretion if:
 - (i) the proposed Lessee proposes to change any term of this Lease including the use of the Premises;
 - (ii) the proposed Lessee has financial resources, business experience or business skills inferior to those of the Lessee or otherwise not satisfactory to the Lessor acting reasonably;
 - (iii) the Lessee proposes to sublet only part of the Premises or the sub-lease is on terms not satisfactory to the Lessor including being inconsistent with the terms of this Lease or charging rental less than under this Lease; or
 - (iv) the Lessee is in default under this lease.
 - (d) As a condition of giving its consent, the Lessor may require:
 - (i) that the Lessee or proposed lessee provide additional security for the performance of the proposed Lessee's obligations under this lease which is satisfactory to the Lessor in its discretion;
 - (ii) if the proposed lessee is a company, personal guarantees by each Director, Secretary and Shareholders of the company;
 - (iii) that the proposed Lessee execute a deed of consent in a form required by the Lessor; and

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- (iv) that the Lessee or the proposed Lessee pay the Lessor's costs (including legal and agents costs) in relation to giving its consent.

Mortgages and charges

- 9.2 The Lessee must not mortgage this lease or charge the Lessee's interest in the Premises or the Lessee's property in the Premises without the consent of the Lessor and Section 45 of the Act does not apply to this Lease.

Power of Attorney

- 9.3 If the Lessee is in default of this clause 9, the Lessee irrevocably appoints the Lessor as its duly authorised attorney with power to sign and register a surrender of this lease.

Lessee Corporation

- 9.4 If the Lessee is a corporation (except a public corporation) and there is a proposed change in:-
- (a) the entity or entities or person or persons who either beneficially own or beneficially control a majority of its voting shares; or
 - (b) any Director in the corporation;

THEN such change will be deemed an assignment and:-

- (c) the Lessee must notify the Lessor and seek consent in accordance with clause 9.1; and
- (d) the Lessee must not make such change unless and until it obtains the Lessor's prior approval in accordance with Clause 9.1.

10. LESSOR'S OBLIGATIONS

Quite Enjoyment

- 10.1 If the Lessee is not in breach of this Lease, the Lessor must permit the Lessee to occupy and use the Premises without interruption or disturbance, except where otherwise allowed by this lease.

Rates and taxes

- 10.2 The Lessor must pay all rates and taxes charged on the Premises except those which the Lessee or any other person has agreed to pay.

11. LESSOR'S RIGHTS

Inspection of Premises

- 11.1 (a) The Lessee agrees to permit the Lessor his agents servants and workmen at all reasonable times upon reasonable notice first given to the Lessee full right of ingress egress or regress in to or upon the Premises and any and every part thereof and to examine the conditions thereof and for any other purpose connected with these presents and upon notice in writing being given by the Lessor of all defects and want of repair to well and sufficiently repair and make good all defects and want of repairs according to such notice and his agreements herein contained PROVIDED THAT in case the Lessee shall not within fourteen (14) days after such notice commence and proceed diligently with the execution of the repairs mentioned in the notice (if the same are required under the terms hereof to be carried out by the Lessee) it shall be lawful for the Lessor to enter upon the Premises and to execute such repairs and the cost thereof shall be a debt due by the Lessee to the Lessor and forthwith recoverable by action PROVIDED HOWEVER that nothing contained in these presents shall in any way render the

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Lessee liable to carry out any works alterations or additions of a structural nature, unless occasioned by the business from time to time carried on upon the Premises or the manner or method of carrying on such business.

- (b) The Lessee agrees to permit at all reasonable times any prospective purchaser or purchasers of the freehold of the said premises or his or their agents (authorised by the Lessor so to do) to inspect the said premises and during the six (6) calendar month immediately preceding the expiry or termination of this Lease to permit any prospective Lessee or Lessees of the said premises or his or their agents (authorised by the Lessor so to do) to inspect the said premises.

Remedy of default by Lessee

- 11.2 The Lessor may do anything which is the liability of the Lessee under this lease, but which the Lessee had failed to do on time. The Lessee must promptly reimburse the Lessor's costs of doing so.

Other work on Premises

- 11.3 The Lessor may at any time on reasonable notice (except in an emergency, when no notice is required) enter the Premises and carry out any work which the Lessee is not liable to do under this lease. That may involve work required by law or by any authority, or work which the Lessor reasonably considers should be carried out for the benefit of the Premises. In carrying out that work, the Lessor will cause as little disturbance to the Lessee's use of the Premises as is reasonably possible in the circumstances.

Body Corporate works

- 11.4 The Lessor or the Body Corporate may carry out any work to maintain, repair, alter, reduce or extend the Common Areas or the Complex. The Lessor or Body Corporate shall not be required to provide notice. The Lessor will incur no liability and the Lessee cannot claim any compensation or terminate this lease in the case of the Lessor's or Body Corporate's work to the Common Areas or the Complex.

12. DEFAULT

Lessee's default

- 12.1 The Lessee will be in default under this lease if the Lessee:-
- (a) fails to pay any money payable to the Lessor, by the due date;
 - (b) fails to comply with any other obligation under this lease;
 - (c) is in breach of an essential term of this Lease; or
 - (d) in the reasonable opinion of the Lessor, is unable to pay its debts from its own money as they fall due.

The Lessee will also be in default under this lease if any Guarantor, in the reasonable opinion of the Lessor, is unable to pay its debts from its own money as they fall due.

Lessor's rights

- 12.2 In the event of any default by the Lessee, the Lessor may do any one or more of the following (subject to the provisions of the *Property Law Act*):-
- (a) re-enter and take possession of the Premises;
 - (b) terminate this lease;

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- (c) terminate this lease and convert the Lessee's tenancy to a month to month tenancy on the terms and conditions of this lease so far as they can be applied to a monthly tenancy.
- (d) recover from the Lessee or any Guarantor any loss suffered by the Lessor as a result of the Lessee's default;
- (e) demand payment under any Bank Guarantee, Bond or Security Deposit to recover the whole or part of any loss suffered by the Lessor as a result of the Lessee's default; and
- (f) exercise any of its other legal rights.

Notice Period

- 12.3 The parties agree that when dealing with a breach for the non-payment of Rent or monies under this Lease, the period of fourteen (14) days is reasonable notice for the purposes of the *Property Law Act 1974*.

Essential conditions

- 12.4 Clauses 3, 4, 5.1, 6.1, 7.1 and 9.1 are essential conditions of this lease.

Damages

- 12.5 If the Lessor determines this Lease as a result of the Lessee's breach, the Lessor may recover, in addition to any other right at law, from the Lessee in addition to damages and amounts recoverable apart from this clause:-
- (a) any Rent and other monies due and unpaid under this Lease as at the date of determination;
 - (b) the amount by which Rent, Outgoings and other monies due under this Lease between the date of determination and the date of expiry of this Lease by effluxion of time exceeds the rent and outgoings received or likely to be received from any other lessee to whom the Premises are relet or may be relet during that period; and
 - (c) any other amount necessary to compensate the Lessor as a direct or indirect result of the Lessee's default and the Lessor's determination of the Lease, including, but not limited to:-
 - (i) costs and expenses incurred in maintaining the Premises;
 - (ii) costs of recovering possession of the Premises;
 - (iii) expenses of reletting the Premises including necessary renovation or alteration and agents letting fees;
 - (iv) legal costs associated with the determination and any new lease of the Premises;
 - (v) real estate commissions charges and fees.

For the purpose of this clause, the onus of proving that the Premises are likely to be relet and the amount of the rent likely to be received is upon the Lessee. For the purposes of calculating the rent and outgoings that would have been payable after determination of this Lease and the extent that the Rent and Outgoings that would have been payable cannot be established certainly, it will be assumed that the Rent and Outgoings would have increased annually by five per centum (5%) cumulative on each anniversary of the Commencement Date.

- 12.6 The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Lease term including the periods before and after the Lessee has vacated the said premises, and before and after the abandonment, termination, repudiation, acceptance of

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repudiation or surrender by operation of law whether the proceedings are instituted either before or after such conduct.

Lessor's default

- 12.7 If the Lessor breaches this lease, the Lessee must give a notice to the Lessor specifying the breach and allow the Lessor a reasonable time within which to remedy the breach.

No Waiver by Lessor

- 12.8 In respect of the Lessee's obligation to pay Rent, the acceptance by the Lessor of arrears of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to pay Rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Rent during the lease term.

13. NOTICES

Must be in writing

- 13.1 All notices required by this lease must be in writing.

Methods of service

- 13.2 (a) The Lessor may serve a notice on the Lessee by:
- (i) giving it to the Lessee personally;
 - (ii) leaving it at the Premises;
 - (iii) delivering, posting or faxing it to the Lessee's business address last known to the Lessor;
 - (iv) if the Lessee is a company delivering, posting or faxing to its registered office; or
 - (v) delivering, posting or faxing to the addresses and facsimile numbers in the Particulars.
- (b) The Lessee may serve a notice on the Lessor by delivering or posting it to the Lessor's address in the Particulars (or emailing same to the Lessor's email address in the Particulars) or any other address notified by the Lessor to the Lessee in writing.
- (c) The Lessor may serve a notice on a Guarantor by:
- (i) giving it to the Guarantor personally;
 - (ii) delivering, posting or faxing it to the Guarantor's business address last known to the Lessor or, if the Guarantor is a company, to its registered office; or
 - (iii) delivering, posting or faxing to the addresses and facsimile numbers in the Particulars.

Validity of Lessor's notices

- 13.3 Any notice by the Lessor will be valid if it is:
- (a) signed under the common seal of the Lessor; or
 - (b) signed on behalf of the Lessor any director, secretary or attorney of the Lessor or by the Lessor's solicitors or by any other person authorised by the Lessor.

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14. OPERATIONAL RULES

Use of Premises

14.1 The Lessee must:

- (a) conduct the Lessee's Business in a proper and orderly manner and make sure the business is adequately staffed and stocked.
- (b) keep the Premises free of all pests, insects and vermin.
- (c) not hold any auction, closing down, liquidation or similar sale.
- (d) not prepare or cook food except in the appropriate areas.
- (e) comply with all laws relating to the conduct of the Permitted Use and the Premises.

Signs

- 14.2 The Lessee must not erect any signs or advertising either inside or outside the Premises without the Lessor's consent. When the lease ends the Lessee must remove all signs and make good any damage caused by that removal.

Fittings

- 14.3 The Lessee must only install new and high quality shop fittings in the Premises. It must not install any blinds or awnings without the consent of the Lessor.

Overloading

- 14.4 (a) The Lessee must not put any heavy articles or materials on the Premises unless it obtains the Lessor's consent to do that. When any heavy articles are installed, the Lessee must comply with the Lessor's directions relating to the installation.
- (b) The Lessee must not, without the consent of the Lessor, install for use any electrical equipment which may overload the cable switchboard or sub-boards through which electricity is conveyed to the Premises. If the Lessor grants such consent any alterations to the Premises which may be necessary to comply with the requirements of the insurance in relation to land and any statutes regulations ordinances or by-laws relating thereto shall be effected by the Lessor at the expense of the Lessee and the entire cost to the Lessor of such alterations shall be paid by the Lessee upon demand by the Lessor.

Toilets etc.

- 14.5 The Lessee must only use sinks toilets and similar facilities in the Premises and the Complex for their designed purpose.

Fire Drill

- 14.6 The Lessee must comply with the reasonable directions of the Lessor and the Body Corporate (if applicable) in regard to fire drill and any evacuation procedures.

Keys to Premises

- 14.7 When the lease ends the Lessee must return to the Lessor all keys it holds for the Premises and the Complex.

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Equipment in Premises

14.8 The Lessee must not:

- (a) allow any musical equipment, televisions or similar equipment to be used in the Premises where they can be heard or seen from outside the Premises without the Lessor's consent; and
- (b) install any vending or amusement machine within the Premises.

Delivery of Goods

14.9 The Lessee must comply with the reasonable directions of the Lessor and the Body Corporate (if applicable) as to the delivery or other movement of goods and other things to and from the Premises.

Security

14.10 The Lessee must make sure all doors and windows to the Premises are locked when the Premises are not occupied.

Services

14.11 The Lessee must not do anything which affects the services to the Complex or the Premises.

Particular Repair Obligations

14.12 The Lessee must:

- (a) immediately replace all broken glass in the Premises.
- (b) replace all globes and similar when they are not working.

Common Areas Use

14.13 The Lessee must comply with the Body Corporate by-laws (if applicable) or the Lessor's reasonable direction in regard to the use of the Common Areas. The Lessee will make sure it and its employees do not park in the car park within the Complex unless authorised by Lessor and then only where directed by the Lessor.

Misuse

14.14 The Lessee must not use nor permit to be used the water closets, conveniences or any other water apparatus including waste pipes and drains in or upon the Premises for any purpose other than those for which they were constructed and at no time to deposit or permit to be deposited therein sweepings, rubbish, chemicals or other unsuitable material;

Cleanliness

14.15 The Lessee must keep the Premises in a clean and tidy condition and must not permit rubbish to accumulate in upon or about the Premises.

15. SECURITY

Bond

15.1 Prior to commencement of this Lease, the Lessee must pay to the Lessor the Bond as security against any loss or damage which the Lessor may sustain by reason of the Lessee's possession of the Premises or the Lessee's failure to observe and/or perform any of the terms, covenants and

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conditions of this Lease including those of the negative kind. The Lessor shall be entitled to any interest on the Bond.

Drawing against Bond

- 15.2 (a) The Lessor shall be entitled to but not obliged to draw against the Bond to satisfy any such damage or loss from time to time caused or contributed by the Lessee. The Lessor's other rights shall not be affected by any such drawing.
- (b) If the Lessor does draw against the Bond it may (without implying any obligation on the Lessor to do so) notify the Lessee that it has done so in which case within fourteen (14) days of such notification the Lessee must reinstate the Bond or the Bank Guarantee to the sum required under this Lease.
- (c) Upon the Lessee vacating the Premises and the Lessor being satisfied that the Lessee is not indebted to or otherwise potentially liable to the Lessor under this Lease then, within a reasonable time, the Lessor will deliver up and consent to the discharge of the Bond.

Variation of Bond

- 15.3 Whenever Rent is varied under this Lease the Lessor may require the Lessee to provide an additional sum so that the amount of the Bond will continue to represent the same proportion of Rent as at the date of commencement of this Lease.

Transfer of Bond or Bank Guarantee

- 15.4 If the Lessor transfers its interest in the demised premises it may assign to the Transferee the benefit of the Bond in which case after doing so and notifying the Lessee of the fact the Lessor will be discharged from all further liability to the Lessee or any other person with respect to the Bond;

15.5 The Lessee

- (a) shall pay the Lessor's solicitor's costs and outlays of registering a security Interest on the PPS Register over any cash bond paid and consents to the Lessor registering a security Interest on the PPS Register and agrees to provide any assistance reasonably required to facilitate that registration
- (b) waives the right to receive any verification statement (or notice of any verification statement) in respect of a registration made on the PPS Register; provided that the lessee will be provided evidence of such registration however it will not contain code or details sufficient to release the PPSR; and
- (c) Must not change it's name ABN or any other personal identifiers that may be recorded on the PPS Register in connection with the security interest; without first giving the Lessor ten business days' notice

16. COMPLEX RULES

Complex Rules

- 16.1 The Lessee shall strictly comply with the Complex Rules as varied from time to time. A breach of any of the Complex Rules shall be deemed a breach of a part of this Lease and shall afford the Lessor the same rights and remedies as if any other term in this Lease had been breached.

Variation of Complex Rules

- 16.2 The Lessor may vary the Complex Rules from time to time by written notice to the Lessee provided always that the Complex Rules must not be inconsistent with other terms and conditions of this Lease.

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17. RELOCATION AND DEMOLITION

- 17.1 If, at any time during the currency of this Lease, the Lessor proposes to refurbish, redevelop or extend the Complex and such works can not be carried out without the vacant possession of the Premises, the Lessor shall be entitled to take relocation action (as defined under the Act) and require the Lessee to relocate the Lessee's Business subject to and in accordance with sections 46D to 46G of the Act.
- 17.2 If, at any time during the currency of this Lease, the Lessor proposes to demolish the Premises or Complex and such demolition requires the vacant possession of the Premises, the Lessor shall be entitled to issue a lessor's termination notice (as defined under the Act) and the Lease shall terminate on the termination date (as defined under the Act) subject to, and in accordance with, sections 46H to 46K of the Act.

18. STRATA TITLE RESUBIVISION

- 18.1 The Lessor may in its sole discretion at any time either before or after the Commencement Date subdivide the Premises or the Complex or any part of same pursuant to the Body Corporate and *Community Management Act* into any number of lots and areas of common property by way of registration of a volumetric or both ("the plan").
- 18.2 If the Lessor registers the plan the Lessor as original proprietor for the purposes of the Act shall also have the right to register a Notification of Change of By-Laws in respect of the plan.
- 18.3 If the Premise forms or is intended to form the whole or any part of the plan the Lessee shall within fourteen (14) days of written demand by the Lessor, properly execute and deliver to the Lessor a Surrender of this Lease and otherwise procure the discharge of any other dealings (whether registered or not) in respect of this Lease that may have the effect of prohibiting or hindering registration of the plan. Any such Surrender or Discharge shall take effect on and from the date of registration of the plan ("the date of surrender") and shall contemporaneously properly execute and deliver to the Lessor a new Lease (a "new Lease") of the Premise for the balance of the Lease term remaining unexpired as at the date of surrender as if the same was a continuation of the Lease term and all such other documents as the Lessor may require to facilitate the stamping and registration of the plan and any one or more or all of such surrender, discharge or new Lease, as the case may be. The new Lease and any notification of change of By-Laws as above shall contain such terms and conditions as the Lessor may require by reason of the changed circumstances not inconsistent with the essential terms and conditions contained in this Lease.
- 18.4 The Premises shall comprise one or more of the lots in the plan, and the existing area of the Premise shall remain substantially unaltered under this Lease.
- 18.5 The Lessee shall procure the Guarantor to contemporaneously and properly execute and deliver to the Lessor (which the Guarantor covenants to do) a fresh joint and several Guarantee and Indemnity in favor of the Lessor in respect of the performance of the Lessee under the new Lease containing such covenants as the Lessor may require.
- 18.6 The new Lease (together with any documents required by the Lessor under this Lease) shall be prepared, stamped and (if required by the Lessor or at Law) registered by the Lessor, after crediting any refund of stamp duty that may be granted by the Commissioner of Stamp Duties by reason of the surrender of this Lease.
- 18.7 If the Body Corporate at any time wishes to subdivide the complex or any part of the same by way of a building format plan or standard format plan as the case may be in which the same includes the whole or any part of the lot, the Lessor shall have the same rights and the Lessee and the Guarantor shall have the same obligations in respect of the same as set out in the preceding paragraphs of this clause.

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- 18.8 In the event that the registration of the plan does not require a surrender and a new Lease then in that event the following provisions of this Lease shall apply:-

18.8.1 COMPLIANCE WITH BY-LAWS

The Lessee shall comply with and abide by the "Body Corporate and Community Management Act 1997" and the by-laws of the Body Corporate administering the building of which the said premises form part (hereinafter called "the Body Corporate") insofar as they relate to the occupation of the said premises by the Lessee PROVIDED THAT in the event that the aforesaid Body Corporate shall add to, amend or repeal such by-laws then the Lessor shall forward such amendments additions or repeals to the Lessee PROVIDED ALWAYS HOWEVER that any breach of any of the aforesaid by-laws added to amended or repealed shall constitute a breach of the covenant herein contained only in the event that the Lessor has forwarded copies of the amendments additions or repeals in question to the Lessee prior to the date of the breach of such by-laws.

18.8.2 LESSOR'S INSURANCE

The Lessor shall take all reasonable steps to have the aforesaid Body Corporate insure and keep insured the building of which the said premises form part against loss or damage by fire or storm or tempest to the full insurable value with some reputable insurance office and to take all reasonable steps to have the relevant Body Corporate pay all premiums necessary for that purpose and in the event of such building being destroyed or damaged at the Lessor's option to vote in the Body Corporate for re-erection with all convenient dispatch of such building PROVIDED THAT the Lessor shall not be bound to vote for replacement of such building by a building of similar dimensions or of the same design and shall not be bound to vote for the relevant Body Corporate's expended in such re-erection more than the amount received by the Body Corporate by virtue of any policy of insurance over such building.

18.8.3 OUTGOINGS

The proportion (expressed as a percentage) of outgoings set out under clause 1.23 shall be calculated as the proportion that the said premises bears to the area of the strata titled lot being Leased in accordance with the Act.

19. MISCELLANEOUS

Compliance with By-laws

- 19.1 If the Premises is subject to the "Body Corporate and Community Management Act 1997", the Lessee must comply with and abide by the "Body Corporate and Community Management Act 1997" and the by-laws of the Body Corporate administering the Complex of which the Premises form part (hereinafter called "the Body Corporate") insofar as they relate to the occupation of the said premises by the Lessee PROVIDED THAT in the event that the aforesaid Body Corporate shall add to, amend or repeal such by-laws then the Lessor shall forward such amendments additions or repeals to the Lessee PROVIDED ALWAYS HOWEVER that any breach of any of the aforesaid by-laws added to amended or repealed shall constitute a breach of the covenant herein contained only in the event that the Lessor has forwarded copies of the amendments additions or repeals in question to the Lessee prior to the date of the breach of such by-laws.

No Waiver

- 19.2 (a) A waiver of any right, power, authority, discretion or remedy arising on a breach of or default under this Lease must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Deed does not result in a waiver of that right, power, authority, discretion or remedy.

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- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Deed or default under this Deed as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except in writing.

Time of the essence

- 19.3 Time shall be of the essence in respect of all covenants and agreements and stipulations on the part of the Lessee thereunder.

Power of Attorney

- 19.4 The Lessee does hereby irrevocably make nominate constitute and appoint and in his place and stead put and depute the Lessor to be the attorney of him the Lessee at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of the Lessor or in the case where an incorporated body is the Lessor by the person for the time being exercising the functions of the manager or secretary thereof) to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered and for this purpose to use the name of the Lessee AND from time to time to appoint a substitute or substitutes and such appointment or appointments at pleasure to revoke and another or other substitute or substitutes to appoint AND GENERALLY to do execute and perform any act deed matter or thing relative to the premises as fully and effectually as the Lessee could do in and about the premises AND the Lessee does hereby covenant to ratify and confirm all and whatsoever the said attorney or attorneys or any substitute or substitutes shall lawfully do or cause to be done in and about the said premises.

Water Damage

- 19.5 The Lessor shall not be liable for any damage to the Premises or any property therein arising from the overflow of water supply or rain or other water or from water which may flow or leak or ooze into the Premises or issuing from any part of the building of which the Premises form part or from any pipes attached to or connected with the same or from any other source.

Application of Acts.

- 19.6 It is expressly agreed and declared by and between the Lessor and the Lessee that all covenants powers and other provisions implied under the provisions of the Property Law Act (as amended) to the extent that they are provided for herein are hereby negated AND that whenever any other inconsistency may exist between the covenants powers and other provisions of this Lease and those implied by the Property Law Act (as amended), the Act (as amended) or by the Real Property Acts (as amended), the covenants powers and other provisions of this Lease to the extent of such inconsistency shall apply in preference to those implied as aforesaid to the extent that such application is lawful.

Prohibition, enforceability and severance

- 19.7 Any provision of, or the application of any provision of, this Lease:-
- (a) which is prohibited in any jurisdiction is, in that jurisdiction, ineffective, only to the extent of that prohibition;
 - (b) which is void, illegal, or unenforceable in any jurisdiction, does not affect the validity, legality or enforceability of that provision in any other jurisdiction, or of the remaining provisions in that or any other jurisdiction.

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- 19.8 If a clause is void, illegal or unenforceable, it may be severed, without affecting the enforceability of the other provisions in this Lease.

Arbitration

- 19.9 If any dispute shall arise between the parties hereto or their representatives with regard to any payment to be made or thing to be done herein or otherwise in relation to the rights or obligations of the parties hereunder the same and all matters in relation thereto shall be referred to a referee appointed by the President for the time being of the Law Society of Queensland Incorporated to be determined in accordance with the provisions of the "Commercial Arbitration Act" and any amendments thereof.

Mortgagee's Consent

- 19.10 The parties shall do all such acts as may reasonably be required by them to obtain the consent of all mortgagees of the demised premises as expeditiously as possible.

Lessee As Trustee

- 19.11 If the Lessee is a trustee it must not permit any of the following events to occur without the prior written consent of the Lessor which consent may be granted or withheld or granted subject to conditions at the discretion of the Lessor:-
- (a) Alteration or revocation of the Trust Deed.
 - (b) Its retirement or removal as trustee.
 - (c) Appointment of a new or additional trustee.
 - (d) Transfer of the assets of the trust otherwise than in the ordinary course of business.
 - (e) Removal or diminution of its rights of indemnity from the trust assets.
 - (f) Appointment of a date of distribution (being a date upon which the assets of the trust will vest in the beneficiaries of the trust) earlier than twenty-one (21) days after the date of expiry of the term of this Lease or if the Lessee exercises any option for a further term then the date of expiry of the further term.

Caveats by the Lessee

- 19.12 The Lessee shall not at any time lodge or permit to be lodged for registration any Caveat effecting the Premises and/or the Complex.

Managing Agent

- 19.13 The Lessor may from time to time appoint an agent ("the Managing Agent") to manage the Premises. The Managing Agent shall represent the Lessor in all matters relating to this Lease except to the extent that the Lessor may from time to time otherwise direct in writing.

Jurisdiction

- 19.14 This Lease is governed by and is construed in accordance with the laws of the State of Queensland and the parties submit to its exclusive jurisdiction.

Cumulative rights

- 19.15 The rights, powers, authorities, discretions and remedies of a party under this Lease do not exclude any other right, power, authority, discretion or remedy.

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Further assurances

- 19.16 Each party must do all things necessary to give full effect to this Lease and the transactions it contemplates.

Whole Agreement

- 19.17 The covenants and provisions contained in this Lease expressly or by statutory implication cover and compromise the whole of the agreement between the parties hereto and is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof and the continuance of any such implication or collateral or other agreement is hereby negated.

Lessor Not Liable For Services

- 19.18 The Lessor shall not be required to supply any service to or carry out any repair, maintenance or other work (whether structural or otherwise) in respect of the Premises or the Complex except where the Lessor is expressly required to do so under this Lease. Notwithstanding anything to the contrary contained or implied in this Lease or under any rule of Law, the Lessor shall not be liable to the Lessee or to any other person for any loss, damage, cost or expense on any account whatever by reason of any interruption, breakdown or discontinuance of any service to the Premise or to the Complex, or by making or failing to make any repairs, alterations or additions to the premise or the complex or by any other cause whatever.

20. SPECIAL CONDITIONS

Air Conditioning Equipment

- 20.1 The Lessee and Lessor acknowledge that the Air Conditioning Equipment is the property of the Lessor. The Lessee must however enter into and keep current a maintenance contract (on terms and conditions approved by the Lessor acting reasonably) with a qualified air conditioning contractor (as approved by the Lessor acting reasonably) to maintain and repair the Air Conditioning Equipment at the Lessee's cost in accordance with the relevant Australian Standards. The Lessee must further enter into a machinery breakdown insurance policy to cover any major repairs to the Air Conditioning Equipment. The Lessor shall not be obliged to replace, repair or maintain the Air Conditioning Equipment.

22. PERSONAL GUARANTEE

- 22.1 In consideration of the Lessor, at the request of the Guarantors, agreeing to enter into this Lease with the Lessee, the Guarantors hereby covenant and agree with the Lessor as follows:-

(a) the Guarantor guarantees:-

- (i) the performance by the Lessee of its obligations under this Lease; and
- (ii) the payment of all loss and damage recoverable by the Lessor from the Lessee.

(b) The Guarantor will indemnify the Lessor on demand against and in respect of:-

- (i) any loss, damages, costs or expenses sustained or incurred by the Lessor in consequence of any failure on the part of the Lessee punctually to discharge any obligation under this Lease;
- (ii) any liability of the Lessor arising directly or otherwise from such a failure on the part of the Lessee and any costs and expenses incurred by the Lessor in respect of such liability whether in proceedings to establish the same or otherwise.

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- (c) Without in any way limiting or otherwise affecting the liability under this guarantee, the Guarantor undertakes to pay to the Lessor on demand in the event of a failure on the part of the Lessee punctually to discharge any obligation under this Lease the sum (whether rent or otherwise) necessary to discharge such obligation.
- (d) This Guarantee extends to claims by the Lessor payable in the terms of the Lease:-
- (i) for damages for breach; and
 - (ii) for the Lessor's reasonable legal and other expenses of seeking to enforce the obligations of the Lessee and the Guarantor
- on a full indemnity basis.
- (e) Where more than one person executes this Guarantee:-
- (i) the term Guarantors in this clause refers to each of the Guarantors and to all of them;
 - (ii) their obligations as Guarantors are joint and several;
 - (iii) the Lessor may enforce this Guarantee against all or any of them;
 - (iv) any notice or demand may be served on all of them by serving any one of them;
 - (v) this Guarantee remains binding on the other Guarantors even if:-
 - (1) any Guarantor fails to execute this Lease or enter into this Lease;
 - (2) this Guarantee is not binding on any Guarantor;
 - (3) the Lessor shall release any Guarantor from liability under this Guarantee;
- (f) This Guarantee is not discharged and Lessor's rights against the Guarantor is not affected by any of the following:-
- (i) the granting to the Lessee or Guarantor of any time or other indulgence or the granting of any concession or the waiver of the Lessor's rights with respect to any failure by the Lessee to observe or perform any of its obligations under this Lease or the postponing for any time or from time to time of the exercise of any power or remedy conferred upon the Lessor under this Lease;
 - (ii) the Lessor's failure to enforce covenants under the Lease against the Lessee;
 - (iii) the total or partial release of liability of the Lessee or of one of the Guarantors by the Lessor;
 - (iv) any variation in the respective obligations and liabilities of the parties to the said Lease (including any variation in the rental payable thereunder) whether made with or without the knowledge or consent of the Guarantor;
 - (v) the death, bankruptcy or winding up of the Lessee or one of the Guarantors;
 - (vi) the re-entry or determination by the Lessor of the said Lease;
 - (vii) any change in the positions inter se of the Lessee and the Guarantor whether or not notice of such change is given to the Lessor or any assignment or purported assignment of its interest by the Lessee;

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- (viii) the Lessee entering into liquidation or suffering a winding up order to be made or an official manager or provisional liquidator to be appointed or being subjected to any other order or statutory provision having the effect of restricting or deferring claims by its creditors;
 - (ix) the exercise of any option or the extension of the Lease with or without the knowledge of the Guarantor; and
 - (x) any disclaimer of the Lease purporting to be effected in the course of liquidation of the Lessee;
- (g) Should any obligation on the part of the Lessee under this Lease be for any reason wholly or partly invalid, illegal or unenforceable as against the Lessee those circumstances shall not affect the obligations of the Guarantor hereunder and the Guarantor undertakes to pay such sums to the Lessor as would be payable were there no such invalidity, illegality or unenforceability.
- (h) Notwithstanding that as between the Guarantor and the Lessee the Guarantor may be a surety only nevertheless in any proceedings in which the liability of the Guarantor to the Lessor is in issue:-
- (i) the Guarantor shall be deemed to be principal debtor and contractor jointly and severally liable with the Lessee to discharge the obligations under this Lease; and
 - (ii) the Guarantor shall not be entitled to raise any defence based upon an allegation (express or implicit) that its position as against the Lessor is that of a guarantor or surety.
- (i) The Guarantor hereby waives all or any of its rights as surety (legal, equitable, statutory or otherwise) which may at any time be inconsistent with any of the provisions of this clause/guarantee.
- (j) As a separate and independent obligation and for the consideration referred to the Guarantors hereby agree to indemnify the Lessor from all claims suffered or incurred by the Lessor by reason of the Lessee's default in observing or performing the Lessee's obligations under this Lease and the preceding provisions of this Guarantee will apply to this indemnity.
- (k) The obligations of the Guarantor will not merge or be deemed to merge in any judgment obtained by the Lessor against the Lessee.
- (l) If any term of the Lease is not enforceable against the Lessee as principal (whether by reason of any legal limitation, disability or incapacity or otherwise) the Guarantor will be responsible under this Guarantee as though the Guarantor was solely or principally liable as the lessee under the Lease.
- (m) The Guarantor waives (in favour of the Lessor) any right to or interest in the estate or assets of the Lessee and any other person's estate or assets so far as necessary to give effect to anything contained in this Guarantee.
- (n) The obligations of the Lessee, include any obligations arising during any extension or renewal of the Lease or during any holding over period.
- (o) The Guarantor warrants that the Guarantor has full and unrestricted power to enter into this Guarantee and Indemnity and to execute these presents and that it is not necessary to obtain the prior licence or authority of any other person to execute these presents.
- (p) The Guarantor charges all its estate and interest in any property, both real and otherwise, against the satisfaction of the Guarantors obligations under this guarantee.

Title Reference: 17055049 18 20 7 0 6 6

- (q) In the event of any assignment or transfer of the rights and obligations of the Lessor under the reversion of the Lease the rights of the Lessor hereunder shall (whether or not there is any express assignment of the same) be deemed to be assigned to the Lessee and the Guarantor shall execute all such documents and do all such acts as may be reasonably required of them to perfect such assignment.
- (r) The Guarantor agrees that in the event that the Lessee enters into a further Lease in relation to the premises said under the Lease whether as a result of the exercise of any option contained in the Lease or otherwise then the Guarantor at the request of the Lessor whether in conjunction with or subsequent to the execution of such further Lease shall execute and deliver a Guarantee and Indemnity in relation to such further Lease in the same terms and conditions contained herein.

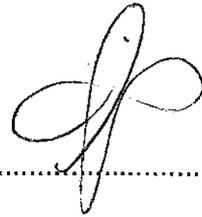
Each person signing below is a Guarantor under this lease, and:-

- (A) confirms its request to the Lessor to grant this lease;
- (B) Agrees to be bound as a party to this Lease; and
- (C) Accepts and undertakes all obligations of the Guarantor in this lease,

EXECUTED as a Deed.

Witnessing Officer

Jellycott JP(Qld) 8373..... signature 15 / 8 / 2018
JAMMY SUE ELLICOTT..... full name
JP(Qld)..... qualification
as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)



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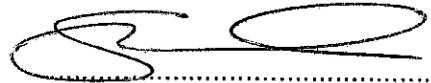
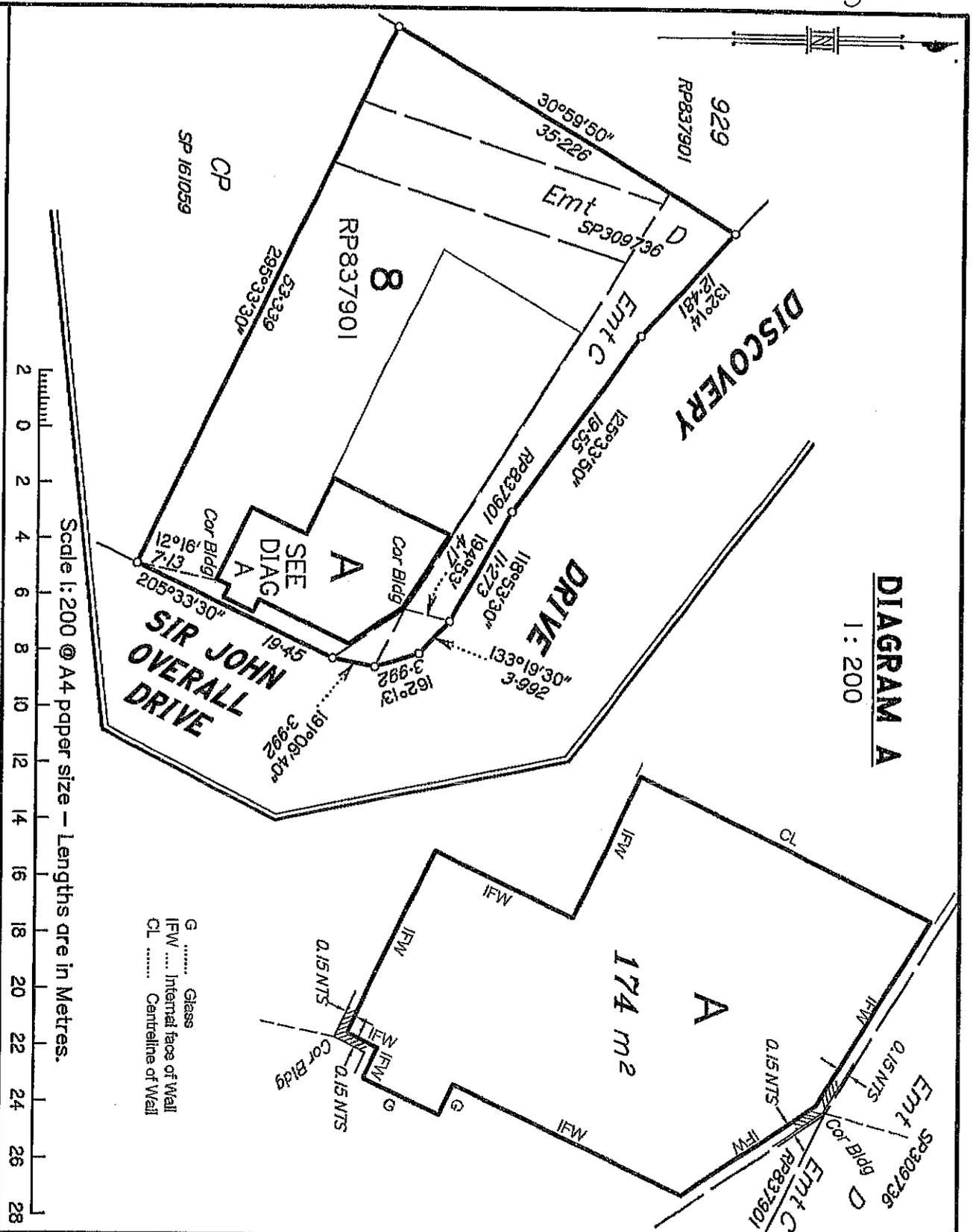


DIAGRAM A

1 : 200



Scale 1:200 @ A4 paper size - Lengths are in Metres.

0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

LEASE PLAN

Of Lease A over part of the Ground Floor of a Building Situated on Lot 8 on RP837901
 Title Reference: 18207066 (Lot 8 on RP837901)
 1 SIR JOHN OVERALL DRIVE, HELENSVALE.

NOTE:
 Lease areas have been calculated using Gross Lettable Area Retail (GLAR) method as defined by Property Council of Australia 1997.
 These notes form an integral part of this Lease Plan.

AMENDMENTS

DESCRIPTION	DATE

I, Adam Steven SIMPSON * Cadastrel Surveyor, certify that the details shown on this sketch plan are correct.

Adam Steven Simpson
 Cadastrel Surveyor
 Date: 14/2019

* of Schlenker Surveying (Qld) Pty. Ltd.
 A.C.N. 063 830 642

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 Email: mail@schlenker.com.au

DRAWN	DATE	CHECKED	DATE
KDC	1.4.2019	AS	1.4.2019

LOCAL AUTHORITY **GOLD COAST CITY COUNCIL**
 LOCALITY **HELENSVALE**

Mention of RP837901
 SCALE **1:200**
 DWG. NO. **18080-04**