

Contact : Geoffrey Cunningham
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Our Ref : LO034108M-20180345:GPC

5 June, 2018

Mrs J E Lohse
7 Peace Street
SVENSSON HEIGHTS QLD 4670

Dear Jan,

**Re: Your Lease to Smith Freightlines Pty Ltd
Premises Situated at 110 Enterprise Street, Bundaberg**

We are pleased to advise that the Lease has been signed and registered and now **enclose** a copy of the Lease noting that we have placed the original in safe custody, and a copy of the Registration Confirmation Statement for Lot 247 on CP2994.

The Lease contains an option exercisable by the Tenant. That option must be exercised strictly in accordance with the terms of the Lease and before the 3 January 2022. You should insert the date for exercise of the option in your diary and if you require our assistance if the Tenant exercises the option would you contact us well before the date for exercise of the option so that we may have an opportunity to check the terms of the Lease. If the Tenant does not exercise the option, strictly in accordance with the terms of the Lease, the Tenant may lose it and have no right to extend the term of the Lease.

As always, if you have any question or query in relation to the interpretation of the terms of the Lease or any issues with the Tenant during the term of the Lease, please do not hesitate to contact the writer or another lawyer in this firm (who practice in property law).

Personal Property Securities Register

We remind you that failure to register a Security Interest on the Personal Property Securities Register in any item that is not a fixture might mean the loss of those items to other creditors of the Tenant, even though you own them. Registration is a mechanism by which your ownership of the items is preserved. At the end of the Lease you should ensure that you release any Personal Property Securities Register interest that is no longer required. This will be your responsibility unless you specifically instruct us in this regard. We confirm that we are not retained to register the Security Interest but if you do wish us to do that would you instruct us immediately.

Contaminated Land Register

We remind you that if the Premises are listed on the Contaminated Land Register in the future, you must give the Tenant notice of that listing within 20 business days and if you do not, the Tenant has a right to terminate the Lease. This will be your responsibility unless you instruct us to assist you with giving notices in the future.



ESTABLISHED 1887

PAYNE
BUTLER
LANG

SOLICITORS &
NOTARY PUBLIC

Partners

Anthony Ryan
Notary Public
Bruce Dalton
Glen Krebs
Geoffrey Cunningham
Jason Greig

Consultants

Edward Donegan
John Grose

Senior Associates

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Your Legal Partner

Conclusion


We **enclose** our Memorandum of Fees in the amount of **\$1,447.48**.

*Paid by
6/9/15*

We take this opportunity to thank you for your instructions and look forward to being of assistance to you in the future.

Yours faithfully

PAYNE BUTLER LANG


Geoffrey Cunningham
Partner
lh
Encl.

Dealing Number



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Privacy Statement

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1. Lessor IANJAN SUPER PTY LTD A.C.N. 601 999 786 TRUSTEE UNDER INSTRUMENT 711641387	Lodger (Name, address, E-mail & phone number) PAYNE BUTLER LANG SOLICITORS QUNABA HOUSE, 2 TARGO STREET, BUNDABERG QLD 4670 07 4132 8900	Lodger Code BG920
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2. Lot on Plan Description	Title Reference
Lot 247 on Crown Plan CK2993	50730068

3. Lessee Given names	Surname/Company name and number	(include tenancy if more than one)
	SMITH FREIGHTLINES PTY LTD	
	ACN 087 129 897	

4. Interest being leased
Fee simple

5. Description of premises being leased
Lease B in Lot 247 on CK2993 on SP251495

6. Term of lease	7. Rental/Consideration
Commencement date/event: 3 April 2018	See attached schedule
Expiry date: 2 April 2022	
#Options: 4 years	
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	

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

Option in registered Lease no. has not been exercised.

* delete if not applicable

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

.....signature

.....full name

.....qualification

Tanjan Super Pty Ltd A.C.N. 601999786

[Signature]

12/14/18 SOLE DIRECTOR

Execution Date Lessor's Signature

Witnessing Officer
(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

Glen Allen Tollfull name

Solicitorqualification

Smith Freight Lines Pty. Ltd. ACN 087 129 897

by its attorney *[Signature]* *Debra Dawn*

Smith under *[Signature]* *power of Attorney*

no 718683497 *Director who* *certifies that*

6/14/18 *[Signature]*

Execution Date ~~Director~~ Lessee's Signature

this such appointment has not been removed

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

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This is the schedule referred to in items 7 and 8 of lease dated / /

REFERENCE SCHEDULE

- Item 1 **Landlord**
IANJAN SUPER PTY LTD A.C.N. 601 999 786
TRUSTEE UNDER INSTRUMENT 711641387
Of P O Box 7 Peace Street, Bundaberg
- Item 2 **Tenant**

SMITH FREIGHTLINES PTY LTD ACN 087 129 897
Of 8 Woondooma Street, Bundaberg
- Item 3 **Premises**
[clause 1.2(8)]

The Land and improvements erected thereon at 110 Enterprise Street, Bundaberg and being the area Lease B in Lot 247 on CK2993 on SP251495.
- Item 4 **Term**

4 years commencing on 3 April 2018 and terminating on 2 April 2022
- Item 5 **Option to Renew**
[clause 17]

4 years commencing on 3 April 2022 and terminating on 2 April 2026
- Item 6 **Rent**
[clause 4.1]

\$90,000 per annum
- Item 7 **Index Review Dates**
[clause 4.3]

2 April 2019, 2 April 2020, 2 April 2021
- Item 8 **Market Review Dates**
[clause 4.2]

2 April 2022 if Option exercised
- Item 9 **Tenant's Proportion of Operating Expenses**
[clause 6.2]

100%

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Item 10 **Use of Premises**
[clause 8]

Transport depot, workshop and repairs and associated activities

Item 11 **Guarantor**
[clause 21]

Gary William Smith

Debra Dawn Smith

1. Definitions and Interpretation

1.1 Terms in Reference Schedule

Where a term used in this Lease appears in bold type in the Reference Schedule, that term has the meaning shown beneath it in the Reference Schedule.

1.2 Definitions

In this Lease:

- (1) **"Australian Institute"** means the Australian Property Institute Incorporated (Queensland Division);
- (2) **"Building"** means all improvements erected on the part of the Land stated in item 5 of the Form 7 in this Lease including any modifications, extensions or alterations to those improvements;
- (3) **"Claim"** includes any claim or legal action;
- (4) **"Default Rate"** means 10% per annum;
- (5) **"Land"** means the land stated in item 2 of the Form 7 in this Lease;
- (6) **"Landlord's Property"** includes any part of the Building and any other property owned by the Landlord in the Building;
- (7) **"Official Requirement"** means any requirement, notice, order or direction of any statutory, public or other competent authority, present or future and includes the provisions of any statute, ordinance or by-law;
- (8) **"Premises"** means the part of the Land stated in item 5 of the Form 7 in this Lease and in Item 3 of the Reference Schedule and includes the Landlord's Property;
- (9) **"Rent"** means the amount stated in Item 6 of the Reference Schedule and includes any variation of it under clause 4;
- (10) **"Services"** means all utilities and services in the Building or the Premises;

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- (11) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, clients, visitors, subtenants, licensees or others (with or without invitation) who may be upon the Premises, the Building or the Land;
- (12) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not owned by the Landlord; and
- (13) **"Valuer"** means a person who:
 - (a) is a fellow or an associate, of not less than 5 years' standing, of the Australian Institute and active in the relevant market at the time of his appointment; and
 - (b) has at least 3 years' experience in valuing the kind of premises leased by this Lease.

1.3 **Construction**

- (1) Reference to:
 - (a) a person includes a body corporate;
 - (b) a party includes the party's executors, administrators, successors and permitted assigns;
 - (c) month or monthly means calendar month or calendar monthly; and
 - (d) a right includes a remedy, authority or power.
- (2) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.4 **Plurals and Genders**

Reference to:

- (1) one gender includes the others; and
- (2) the singular includes the plural and the plural includes the singular.

1.5 **Parties Bound Jointly and Individually**

- (1) If a party (including any Guarantor under this Lease) consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

1.6 **Statutes and Regulations**

Reference to a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:

- (1) that Statutory Provision as amended or re-enacted from time to time; and

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(2) a statute, regulation or provision enacted in replacement of that Statutory Provision.

1.7 Covenants

Every obligation undertaken by a party to this Lease will be deemed to be and be construed as a covenant by that person.

1.8 Severability

If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.

1.9 Entire Understanding

(1) This Lease:

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

(2) Each party has entered into this Lease without relying on any representation by any other party or any person purporting to represent that party.

1.10 Headings

- (1) Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- (2) References to clauses, schedules and annexures will be construed as references to clauses of and schedules and annexures to this Lease.

1.11 Organisations

- (1) If any organisation has ceased to exist, reference to that organisation will be deemed to be reference to an organisation having substantially the same objects as the original organisation.
- (2) Reference to the president of an organisation will, in the absence of a president, be read as reference to the senior officer for the time being of the organisation or any other person fulfilling the duties of president.

1.12 Areas and Measurement

- (1) Unless the context otherwise requires, where any area of the Premises or the Building is to be calculated or measured for the purposes of this Lease, those calculations and measurements will be in accordance with the Method of Measurement.
- (2) In this clause 12.1 "**Method of Measurement**" means:
 - (a) the method for the measurement of buildings utilised by the Property Council of Australia at the time of calculation or measurement; or
 - (b) otherwise, the method or criteria which the Landlord selects as the most appropriate.

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1.13 Landlord's Consent

Unless otherwise stated, if the Landlord's consent or approval is required:

- (1) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (2) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (3) it is not effective unless in writing.

1.14 Written Notices

If a provision of this Lease requires a notice to be given by a party, it must be in writing unless the provision states that it may be given orally.

1.15 Governing Law and Jurisdiction

- (1) The law of Queensland governs this Lease.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

2. Exclusion of Statutory Provisions

2.1 To the extent permitted by law:

- (1) the covenants, powers and provisions (if any) implied in leases by virtue of any law are negated; and
- (2) the application to this Lease of any law having the effect of extending the Term, reducing or postponing the payment of Rent or otherwise affecting the operation of any of the covenants, terms and conditions of this Lease is excluded and negated.

3. Term and Holding Over

3.1 Term

The Landlord leases the Premises to the Tenant for the Term subject to the provisions of this Lease.

3.2 Holding Over

If the Tenant continues to occupy the Premises after the Term expires with the Landlord's consent then:

- (1) the Tenant occupies the Premises as a monthly tenant at a monthly rental equal to the monthly rental payable during the last year of the Term;
- (2) the monthly rental will be payable in advance on the first day of each month;

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- (3) as far as applicable, the monthly tenancy will otherwise continue on the terms and conditions of this Lease; and
- (4) the Landlord or the Tenant may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any date.

4. Rent and Rent Reviews

4.1 Rent

- (1) The Tenant must pay the Rent by equal monthly instalments in advance on the first day of each month without deduction or set-off;
- (2) If necessary, the first and last instalments will be apportioned on a daily basis;
- (3) The first instalment must be paid on the date this Lease commences; and
- (4) All instalments must be paid as the Landlord directs.

4.2 Definitions

In this clause 4:

- (1) "**Index Number**" means the Consumer Price Index (All Groups) for Brisbane published from time to time by the Australian Statistician; if the Australian Statistician updates the reference base of the Index Number, the Index Number will be appropriately adjusted so as to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the Australian Statistician;
- (2) "**Index Review Date**" means each of the dates (if any) stated in Item 7 of the Reference Schedule;
- (3) "**Market Review Date**" means each of the dates (if any) stated in Item 8 of the Reference Schedule; and
- (4) "**Review Date**" means an Index Review Date or a Market Review Date as the context requires.

4.3 Rent Review: Consumer Price Index

This clause 4.3 applies if Item 7 of the Reference Schedule has been completed by inserting Index Review Dates.

(1) Review

The Rent will be reviewed on each Index Review Date to an amount represented by *A* in the following formula:

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

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- Where $B =$ the Index Number for the quarter ending immediately prior to the relevant Index Review Date;
- $C =$ the Index Number for the quarter ending 1 year prior to the quarter in B ; and
- $D =$ the Rent payable immediately prior to the Index Review Date.

(2) Suspension of Consumer Price Index Etc.

- (a) If the Consumer Price Index (All Groups) for Brisbane is suspended or discontinued, the words "Index Number" will mean the price index substituted by the Australian Statistician.
- (b) If no price index is substituted, the words "Index Number" will mean an index which the parties agree most closely reflects changes in the cost of living.
- (c) If the parties cannot agree on a substitute index, the president of the Australian Institute, at the request of either party, may appoint an expert to determine a substitute index which most closely reflects changes in the cost of living and the words "Index Number" will mean that index.

4.4 Market Rent Review

This clause 4.2 applies if Item 8 of the Reference Schedule has been completed by inserting Market Review Dates.

(1) Landlord's Notice

The Landlord may notify the Tenant of the Rent which it considers to be the market rent for the Premises at any time within 3 months before and 3 months after a Market Review Date.

(2) Valuer to Settle if Dispute

- (a) If the Landlord and the Tenant have not agreed on the market rent for the Premises within 30 days after service of the Landlord's notice, the dispute must be referred for determination by a Valuer to be nominated by the president of the Australian Institute at the request of either the Landlord or the Tenant.
- (b) The appointed Valuer will make a determination of the market rent as at the particular Market Review Date acting as an expert and not as an arbitrator.
- (c) The Valuer must make a written determination containing reasons within 60 days of his appointment.
- (d) The Valuer's determination will be final and binding on the Landlord and the Tenant.
- (e) The Valuer's costs will be paid by the Landlord and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party.

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4.5 Payment of Reviewed Rent

- (1) Until the determination of Rent has been made, the Tenant will pay Rent at the rate of 90% of the amount stated in the Landlord's notice or the Rent payable at the date of the Landlord's notice, whichever is the greater.
- (2) Any variation in Rent as the result of review under clauses 4.3 or 4.2 will take effect on the Review Date.
- (3) Within 14 days of the determination, the Landlord will refund any overpaid Rent or the Tenant will pay any shortfall.

4.6 Minimum Rent

Regardless of any other provision of this Lease the Rent payable from any Review Date between 1 July 2011 and 30 June 2013 will never be less than the Rent payable prior to the Review Date.

5. Goods and Services Tax

5.1 Definitions

In this Lease the expressions "GST", "input tax credit", "supply", "taxable supply", "tax invoice", "recipient" and "consideration" have the meanings given to those expressions in A New Tax System (Goods and Services Tax) Act 1999.

5.2 Prices are GST Exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Lease are exclusive of GST.

5.3 Payment of GST

If GST is imposed on any supply made under or in accordance with this Lease then:

- (1) in addition to the consideration or other amount payable for the taxable supply; and
- (2) subject to the recipient receiving a valid tax invoice in respect of the taxable supply at or before the time of payment;

the recipient of the supply must pay to the supplier the amount of the GST payable on the taxable supply at the same time and in the same manner as payment for the supply must be made under this Lease.

5.4 Exclusion of GST on reimbursement of Expenses

If a party to this Lease is required to reimburse any other party for any expense (including any contribution to Operating Expenses), loss or liability incurred or to be incurred by the other party ("reimbursable expense"), the amount payable by the first party is the amount of the reimbursable expense net of input tax credits (if any).

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6. Operating Expenses

6.1 Definition of Operating Expenses

- (1) The term "**Operating Expenses**" means the total costs incurred by the Landlord in the operation and maintenance of the Building including:
 - (a) costs of repairs or maintenance of the Building;
 - (b) costs incurred in providing Services to the Building;
 - (c) costs for the control of pests, vermin or insects or other similar infestation on the Premises; and
 - (d) costs of maintaining gardens on the Premises.
- (2) "Operating Expenses" does not include:
 - (a) rates, taxes and charges payable to any government or other authority; state land tax will be included only if it is lawful to do so and then on the basis that the Land is the only land owned by the Landlord;
 - (b) costs of sewerage, water supply and removal of garbage from the Building;
 - (c) insurance effected by the Landlord relating to the Building, its use and occupancy;
 - (d) land tax payable on the Land (if the Landlord is not permitted by law to recover land tax from the Tenant) or the Landlord's income tax or capital gains tax;
 - (e) costs of structural repairs; or
 - (f) expenses due solely to any tenant's use of its premises.

6.2 Tenant's Proportion of Operating Expenses

- (1) The Tenant's Proportion of Operating Expenses is the percentage stated in Item 9 of the Reference Schedule (if any);

6.3 Payment by Tenant of Operating Expenses

- (1) The Landlord may notify the Tenant of the Landlord's estimate of the Operating Expenses each year in advance.
- (2) The Tenant must pay the Landlord the Tenant's Proportion of the estimate by equal monthly instalments in advance on the same days and in the same manner as the Tenant is required to pay Rent.
- (3) At the end of each year following a review of Operating Expenses, any necessary adjustment between the estimated and actual Operating Expenses payable by the Tenant must be made within 1 month and any refund or further payment will be made by the relevant party.

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6.4 **Expenses Due to Tenant's Sole Use**

- (1) The Tenant must pay to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Premises.
- (2) The Tenant must pay the Landlord all expenses due solely to the Tenant's use of the Premises.

7. **Damage and Destruction**

7.1 **Definitions**

In this clause 7:

- (1) "**Reinstatement Notice**" means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the Reinstatement Works; and
- (2) "**Reinstatement Works**" means the work necessary to:
 - (a) reinstate the Building; or
 - (b) make the Premises fit for occupation and use or accessible by the Tenant.

7.2 **Abatement**

- (1) If the Premises are damaged or destroyed so as to render any part of the Premises wholly or substantially:
 - (a) unfit for occupation and use by the Tenant; or
 - (b) inaccessible having regard to the nature and location of the Premises and the normal means of access to them;

then from the date that the Tenant notifies the Landlord of the damage or destruction ("**Damage Notice**");

- (c) the Rent;
- (d) any other money payable by the Tenant; and
- (e) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

- (2) If clause 7.2(1) applies, the remedies for:
 - (a) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
 - (b) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Premises are:

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- (c) restored;
- (d) made fit for the Tenant's occupation and use; or
- (e) made accessible.

7.3 Either Party May Terminate

Either party may terminate this Lease by notice to the other unless the Landlord:

- (1) within 3 months of receiving the Damage Notice, gives the Tenant a Reinstatement Notice; and
- (2) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

7.4 Tenant May Terminate

- (1) If the Landlord gives a Reinstatement Notice to the Tenant and fails to commence the Reinstatement Works within a reasonable time, the Tenant may give the Landlord notice of the Tenant's intention to terminate this Lease ("**Termination Notice**").
- (2) If the Landlord does not complete the Reinstatement Works within a reasonable time after receipt of the Termination Notice, the Tenant may terminate this Lease by giving not less than 1 month's notice to the Landlord and, at the expiration of that period, this Lease will terminate.

7.5 Exceptions

Clauses 7.2, 7.3 and 7.4 will not apply where:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Landlord under clause 6.1 properly refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

7.6 Landlord May Terminate

If the Landlord considers the damage to the Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Landlord may terminate this Lease by giving the Tenant not less than 1 month's notice ending on any day of the month and, at the expiration of that notice, this Lease will terminate.

7.7 Antecedent Rights

No liability attaches to either party because of termination of this Lease under this clause 7 but that termination is without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

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7.8 Dispute Resolution

- (1) Any dispute under this clause 7 will be determined by a member of the Australian Institute appointed by the president at the request of either the Landlord or the Tenant.
- (2) In making his determination, the appointed member will act as an expert and not as an arbitrator and his determination will be final and binding on both parties.
- (3) The cost of the determination will be paid by both parties equally unless otherwise decided by the member.

7.9 Landlord Not Obligated to Reinstate

- (1) Nothing in this Lease obliges the Landlord to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Landlord is entitled to make such changes to their design, fabric, character or dimensions as are necessary due to any law or requirement.

7.10 Proceeds of Insurance

If the Premises are damaged or destroyed and the Lease is terminated under this clause 7, the Tenant will have no interest in the insurance proceeds.

8. Use of the Premises

8.1 Permitted Use

The Tenant must use the Premises for the purpose stated in Item 10 of the Reference Schedule only.

8.2 Restrictions on Use

The Tenant must:

- (1) not carry on or permit any noxious or offensive act to be carried on in the Premises;
- (2) not cause annoyance, nuisance, grievance, damage or disturbance to other tenants or occupiers of the Building or adjacent premises;
- (3) not install any equipment in the Premises that may overload any Services;
- (4) not use any of the Landlord's Property other than for its intended purpose nor place in it any substance which it was not designed to receive;
- (5) not make any alterations or additions to the electrical installations or wiring in the Premises without the Landlord's prior consent;
- (6) not alter or add to the Premises, install or alter any partitions, install any heavy article or disturb the efficient operation of the Services without the Landlord's prior consent;

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- (7) not mark, paint, drill, deface or damage any part of the Premises except the Landlord hereby consents to the tenant attaching racking and fittings within the Premises that are appropriate to the Permitted Use;
- (8) not do or omit to do anything to or upon the Premises which may increase the rate of any insurance on the Premises, the Building or any property in them; and
- (9) not store chemicals, inflammable liquids, acetylene, gas, alcohol, volatile or explosive oils, compounds or substances on the Premises except if it is necessary and proper for the Tenant's business permitted under this Lease.

8.3 No Warranty as to Use

The Landlord gives no warranty as to the suitability of the Premises for any purpose or the use to which the Premises may be put.

8.4 Official Requirements

- (1) Subject to clauses 8.4(2) and 8.4(3), the Landlord must comply at its cost with Official Requirements concerning the Premises, the Building and the Land.
- (2) The Tenant must comply at its cost with Official Requirements:
 - (a) relating to the Tenant's Property;
 - (b) under disability discrimination legislation involving non-structural work to the Premises; or
 - (c) involving non-structural work to the Premises where the Official Requirements arise out of or are attributable to the Tenant's use of or business in the Premises.
- (3) The Tenant must bear the cost of compliance by the Landlord with Official Requirements:
 - (a) under disability discrimination legislation involving structural work to the Premises; or
 - (b) involving structural work to the Premises where the Official Requirements arise out of or are attributable to the Tenant's use of or business in the Premise.

8.5 For Sale Signs Etc

- (1) The Landlord may:
 - (a) place advertisements and signs on any part of the Premises it reasonably considers appropriate if the Premises are for sale or lease; and
 - (b) show any interested persons through the Premises after giving the Tenant 2 days' notice.
- (2) If the Premises are for lease, the advertisements and signs may only be placed on the Premises within the last 3 months of the Term.

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8.6 Emergency Evacuation Procedure and Drills

The Tenant must:

- (1) comply with all of the Landlord's requirements in relation to participation in emergency evacuation procedures and drills and ensure that the Tenant's Employees also participate in the procedures and drills; and
- (2) not make or permit any of the Tenant's Employees to make any Claim against the Landlord in connection with anything covered by this clause 8.6 and the Tenant indemnifies the Landlord against any Claim arising from the emergency evacuation procedures or drills.

8.7 Thermal or Fire Detectors

If any thermal or fire detectors are required to be installed in the Premises by any Official Requirement because of the Tenant's use of the Premises, they must be installed at the Landlord's expense.

8.8 Doors and Windows

The Tenant must lock all doors and fasten all windows in the Premises when the Premises are not occupied.

8.9 Landlord's Works

The Landlord must conduct the following works at the Premises within fourteen (14) days of the Commencement date:

- (1) construct a 12m x 5m concrete wash down pad at the rear of the Premises;
- (2) construct a concrete wash down sump for water from the wash down pad; and
- (3) provide road base material to the Premises for the Tenant's permitted Use.

9. Maintenance and Repair

9.1 Repair of Premises

- (1) The Tenant must:
 - (a) keep the Premises, the Tenant's Property and the Landlord's Property in good repair and condition except for fair wear and tear, inevitable accident or inherent structural defect;
 - (b) the tenant is not obliged to paint the interior of the Premises during the Term, however the Tenant may attend to painting of the interior at its own discretion; and
 - (c) promptly repair leaking taps and cisterns and clear blocked pipes within the Premises.
- (2) The exception in clause 9.1(1)(a) will not apply if insurance money is irrecoverable through the act, default, neglect, omission or misconduct of the Tenant or the Tenant's Employees.
- (3) Nothing in clause 9.1(1) imposes any obligation on the Tenant in respect of any structural maintenance, replacement, renovation, repair unless required because of:

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- (a) the act, omission, neglect, default or misconduct of the Tenant or the Tenant's Employees;
- (b) the Tenant's use of the Premises; or
- (c) other provisions of this Lease.

9.2 Cleaning, Maintenance and Breakages

The Tenant must:

- (1) keep the Premises thoroughly clean and tidy;
- (2) keep the Premises free from dirt and rubbish, store all trade waste, shop refuse and garbage in proper receptacles and arrange for its regular removal from the Premises;
- (3) keep the Tenant's Property clean and maintained in good order and condition; and
- (4) immediately repair or replace:
 - (a) broken glass with glass of the same quality;
 - (b) damaged or inoperative electric light bulbs, globes, tubes and other means of illumination and light switches and power points which may become damaged or fail to operate; and
 - (c) Landlord's Property which are broken or damaged by the Tenant or the Tenant's Employees.

9.3 Air Conditioning Maintenance

- (1) The Tenant must, at its expense, repair and maintain the air conditioning equipment including causing regular maintenance and repair of the air conditioning equipment.
- (2) The Tenant must establish an air conditioning equipment maintenance schedule for the manufacturer recommended and regular maintenance of the air conditioning equipment and keep a log book evidencing maintenance.
- (3) The Landlord must replace the air conditioning equipment, at its expense, where, because of its age or major mechanical breakdown, it is uneconomical to repair provided that:
 - (a) the Tenant has complied with its obligations to repair and maintain it;
 - (b) the air conditioning equipment has not been damaged or has not been caused by or contributed to, or arises from, the wilful act of the Tenant or the tenant's Employees; and
 - (c) an insurer under any policy affected by the landlord refuses to indemnify or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

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9.4 Landlord's Right to Inspect and Repair

- (1) Except in the case of emergency (when no notice will be required) after giving the Tenant 2 days' notice, the Landlord and its agents may enter the Premises and view their condition.
- (2) The Landlord may serve a notice on the Tenant requiring it to repair any defect, the repair of which is the Tenant's obligation, within a reasonable time.
- (3) If the Tenant does not make the repairs to the Landlord's satisfaction, the Landlord and its agents may enter any part of the Premises and make the repairs at the Tenant's expense.
- (4) In exercising its powers under this clause 9.3, the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

9.5 Landlord May Enter

- (1) The Landlord may enter the Premises with workmen and other authorised persons and necessary materials and appliances to:
 - (a) comply with any Official Requirement involving the destruction of noxious animals, rodents or other pests;
 - (b) carry out any repairs, alterations, renovations, extensions or works;
 - (c) exercise the Landlord's rights; or
 - (d) provide any Services to the Tenant or other tenants of the Building.
- (2) In carrying out work under this clause 9.5 the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

9.6 Notice of Damage or Defect in Services

The Tenant must promptly give the Landlord notice of:

- (1) any damage to, defect or disrepair in the Services or the Landlord's Property; and
- (2) any circumstances likely to cause any danger risk or hazard to the Premises, the Building or any person.

10. Assignment and Subletting

10.1 Landlord's Consent Required

The Tenant must obtain the Landlord's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

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10.2 Conditions of Landlord's Consent

The Landlord must give its consent if:

- (1) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations in this Lease;
- (2) the new tenant signs any agreement and gives any security which the Landlord reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Landlord;
- (4) the Tenant is not in breach of the Lease; and
- (5) the Tenant pays the Landlord's reasonable costs of giving its consent.

10.3 Change in Ownership of Shares in Company

If:

- (1) the Tenant is a company that is not a listed public company, nor a subsidiary of a listed public company; and
- (2) it is proposed to change the shareholding of the Tenant or its holding company so that a different person or persons will control the board of directors or more than 50% of the voting shares,
- (3) then the Tenant must not make the change unless it obtains the Landlord's approval and complies with clause 10.2 as if the person or persons obtaining control was a proposed assignee.

10.4 Charges Over Tenant's Property

- (1) Without the Landlord's prior consent, the Tenant will not mortgage, charge, lease or deal with any Tenant's Property if that requires or may require the Landlord to sign a waiver or similar document.
- (2) The consent will not be unreasonably withheld if:
 - (a) the Tenant wishes to enter into a mortgage, charge or lease in good faith as a means of financing the Tenant's Property; and
 - (b) the waiver is in a form acceptable to the Landlord and the Tenant pays the Landlord's reasonable costs in relation to it.

11. Workplace Health and Safety Act

- 11.1 If any work undertaken by the Tenant would make the Premises a "construction workplace" within the meaning of section 14 of the *Workplace Health and Safety Act 1995* ("**Act**"), the Tenant (as "owner" for the purposes of the Act) must appoint the person engaged by the Tenant to carry out the work "principal contractor" for the purposes of the Act.

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- 11.2 The Tenant indemnifies the Landlord against any liability of the Landlord under the Act as owner.
- 11.3 The provisions of this clause 11 apply regardless of whether the work is to be carried out under the supervision of the Landlord or any person nominated by the Landlord.

12. Insurances and Indemnities

12.1 Public Risk and Plate Glass Insurance

The Tenant must keep current:

- (1) an adequate public risk insurance policy for \$10,000,000; and
- (2) an adequate insurance policy covering any windows, doors and display showcases forming part of or in the Premises for the full insurable reinstatement cost.

12.2 Tenant's Insurances

The Tenant must ensure that all policies of insurance effected or required to be effected by the Tenant under this clause 12:

- (1) are taken out with an insurer approved by the Landlord;
- (2) are for an amount, cover risks and contain conditions which are acceptable to the Landlord and its insurer;
- (3) have no exclusions, endorsements or alterations unless first approved by the Landlord; and
- (4) are taken out in the Tenant's name and noting the Landlord's interest therein.

12.3 Payment and Production of Insurance Policies

- (1) The Tenant must promptly pay all premiums and other money payable in respect of its insurances.
- (2) If requested by the Landlord, the Tenant must produce Certificates of Currency of insurance which the Tenant is required to effect under this clause 12 and the receipt for the latest premium payable.

12.4 Exclusions of Landlord's Liability

(1) Tenant's Risk

- (a) All property in the Premises is at the Tenant's sole risk.

(2) Release

- (a) The Tenant occupies and uses the Premises at the Tenant's risk.
- (b) To the full extent permitted by law, the Tenant releases the Landlord from liability for any Claim in respect of or arising from:

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- (i) any property in the Premises;
- (ii) damage or injury to any person or property in the Premises or the Building or on the Land; or
- (iii) any of the circumstances set out in clause 12.5;

unless the Claim results from the negligence or wilful acts or omissions of the Landlord, its employees, contractors, invitees or agents.

12.5 Indemnities

The Tenant indemnifies the Landlord against all Claims arising during or after the Term from:

- (1) any cause relating to the Premises, any property or any person inside or outside the Premises occasioned or contributed to by any act, neglect or default of the Tenant or the Tenant's Employees;
- (2) the negligent use or neglect of the Services and facilities in the Premises or the Landlord's Property by the Tenant, the Tenant's Employees, any other person claiming by, through or under the Tenant or any trespasser while in the Premises;
- (3) the overflow or leakage of water from any source including the Services or the Landlord's Property however the Landlord must ensure that the Premises are kept water and wind tight;
- (4) the Tenant's failure to give notice to the Landlord of any defect in the Services;
- (5) any person's accidental death or damage to property caused or contributed to by the use of the Premises by the Tenant or the Tenant's Employees; and
- (6) damage to plate and other glass caused or contributed to by any act or omission by the Tenant or the Tenant's Employees;

unless the Claim arises from the negligence or wilful acts or omissions of the Landlord, its employees, contractors, invitees or agents.

13. Landlord's Covenants

13.1 Quiet Enjoyment

If the Tenant performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

13.2 Mortgagee's Consent and Other Requirements

- (1) This Lease is conditional on the written consent of the mortgagee under any mortgage registered over the Land prior to the date of this Lease.
- (2) If the mortgagee's consent is not obtained for any reason other than the default of the Landlord within a reasonable time after the commencement of the Term, then the Landlord may terminate this Lease without compensation to the Tenant.

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- (3) The Landlord and the Tenant must sign a deed containing the reasonable terms and conditions of consent required by the mortgagee.

14. Default and Termination

14.1 Default

The Tenant is in default if:

- (1) the Rent or any money payable by the Tenant is not paid when due;
- (2) repairs required by any notice are not carried out by the Tenant within the time specified in the notice;
- (3) the Tenant fails to perform or observe any of its covenants or obligations under this Lease;
- (4) the Tenant assigns its property for the benefit of creditors; or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001*.

14.2 Forfeiture of Lease

Subject to giving any prior demand or notice required by any law and without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other person in respect of default, if the Tenant defaults as specified in clause 14.1 the Landlord may:

- (1) re-enter and take possession of the Premises (by force if necessary) and eject the Tenant and all other persons and this Lease will terminate;
- (2) by notice to the Tenant, terminate this Lease from the date of giving the notice; and/or
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month and, after the notice and until the tenancy is terminated, the Tenant will occupy the Premises as tenant from month to month.

14.3 Landlord May Rectify

Without notice to the Tenant, any costs reasonably incurred by the Landlord in remedying a default may be treated by the Landlord as a liquidated debt payable by the Tenant.

14.4 Waiver

(1) Waiver Must Be in Writing

No waiver by the Landlord will be effective unless it is in writing.

(2) No Waiver

- (a) The Landlord's failure to take advantage of any default by the Tenant will not be construed as waiving the default.

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- (b) No custom or practice which evolves between the parties will constitute a waiver or lessen the Landlord's right to insist upon the Tenant's strict performance or observance of any provision of this Lease or to exercise any of the Landlord's other rights.

(3) Acceptance or Demand for Rent Not Waiver

Regardless of the Landlord's knowledge at the time, a demand by it for Rent or other money payable under this Lease or the subsequent acceptance of Rent or other money will not constitute a waiver of any earlier default by the Tenant.

14.5 Tender After Termination

Any money tendered by the Tenant after termination and accepted by the Landlord will be applied towards money owing under this Lease at the Landlord's discretion.

14.6 Interest on Overdue Money

(1) Interest

The Tenant must pay interest to the Landlord at the Default Rate on any Rent, costs or other money due to the Landlord and not paid when due.

(2) Conditions

Interest:

- (a) accrues from day to day;
- (b) is capitalised on the last day of each month;
- (c) is payable on the first day of each month where an amount arose in the preceding month or months; and
- (d) is computed from the date for payment of the Rent, costs or other money until payment.

14.7 Damages for Breach

(1) Repudiation

- (a) If:
 - (i) the Tenant's conduct constitutes breach of an essential provision of this Lease and the Landlord elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation; and
 - (ii) the Landlord elects to accept that repudiation and terminate this Lease;the Tenant must compensate the Landlord for all loss or damage suffered by reason of or arising from the repudiation.
- (b) The following covenants are considered to be essential:
 - (i) to pay Rent [clause 4.1];

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- (ii) to pay Operating Expenses [clause 6.3(2)];
- (iii) to pay GST [clause 5];
- (iv) to use the Premises for the use stated in Item 10 of the Reference Schedule [clause 8.1];
- (v) to comply with Official Requirements [clause 8.4];
- (vi) not to assign, sublet or charge without consent [clause 10.1];
- (vii) to repair [clause 9.1];
- (viii) not to make alterations [clause 8.2(6)]; and
- (ix) to insure [clause 12].

(2) Damages for Repudiation

Any loss or damage for the unexpired residue of the Term suffered by the Landlord as a result of the Tenant's repudiation may be recovered as damages at any time.

(3) Landlord's Entitlement to Damages

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

- (a) if the Tenant abandons or vacates the Premises;
- (b) if the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) if the Landlord accepts the Tenant's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

14.8 Landlord to Mitigate Damages

- (1) If the Landlord accepts the Tenant's repudiation and terminates this Lease, the Landlord must take reasonable steps to mitigate its loss and endeavour to re-lease the Premises on reasonable terms.
- (2) The Landlord's entitlement to damages must be assessed on the basis that the Landlord has observed the obligation to mitigate damages.

14.9 Calculation of Damages

Following repudiation by the Tenant if the Landlord terminates this Lease then, without prejudice to any other right or remedy, the Landlord may recover the difference between the aggregate of Rent and other money payable by the Tenant for the unexpired residue of the Term less any amount the Landlord obtains, or could in the Landlord's opinion reasonably be expected to obtain, by observing clause 14.8.

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15. Termination of Term

15.1 Tenant's Obligations

On termination the Tenant must:

- (1) deliver the Premises to the Landlord in good repair, order and condition subject to the condition of the Premises at the Date of Commencement;
- (2) remove all the Tenant's Property from the Premises; and
- (3) not damage the Premises in the removal of the Tenant's Property. If the Tenant does so, it will repair any damage and leave the Premises clean.

15.2 Failure by Tenant to Remove Tenant's Property

If the Tenant fails to remove the Tenant's Property as required by clause 15.1(2), the Landlord may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as if the Tenant had abandoned its interest in them and they had become the Landlord's property and deal with them as it thinks fit without being liable to account to the Tenant.

15.3 Tenant to Indemnify and Pay Landlord's Costs

The Tenant:

- (1) indemnifies the Landlord against the removal and storage of the Tenant's Property and against all Claims by any person claiming an interest in the Tenant's Property by reason of the Landlord's actions under clause 15.2; and
- (2) must pay the Landlord, as a liquidated debt payable on demand, any costs incurred by the Landlord in exercising its rights under clause 15.2 less any money received on disposal of the Tenant's Property.

16. Miscellaneous

16.1 Notices

(1) Execution of Landlord's Notice

Any notice by the Landlord under this Lease is valid if signed by an officer or solicitor of the Landlord or any other person nominated by the Landlord.

(2) Notice of Tenant's Address

The Tenant must promptly notify the Landlord of the address and facsimile number of the Tenant and any Guarantor and update the notice if any changes occur.

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(3) Service of Notice on Tenant

Any notice which the Landlord elects to serve on the Tenant is sufficiently served if:

- (a) served personally or addressed to the Tenant and left at the Premises;
- (b) sent to the Tenant's facsimile number; or
- (c) forwarded by prepaid registered post to the Tenant's last known registered office, place of business or residence.

(4) Service of Notice on Landlord

Any notice to the Landlord is sufficiently served if:

- (a) served personally;
- (b) sent to the Landlord's facsimile number; or
- (c) forwarded by prepaid registered post addressed to the Landlord.

All notices must be addressed to the Landlord at the address stated in this Lease or, if another address is later nominated by the Landlord, then at that address.

(5) Time of Service

Any notice sent by:

- (a) post is taken to be served on the second business day after the day it was posted; or
- (b) facsimile is taken to have been served at the time that the notice was transmitted unless the sender's facsimile machine indicates a malfunction in the transmission.

16.2 Costs

The Tenant will pay the Landlord on demand:

- (1) stamp duty and registration fees on this Lease including any fines and penalties except those due to the Landlord's default;
- (2) the Landlord's reasonable expenses in connection with:
 - (a) any assignment or subletting;
 - (b) any surrender or termination of this Lease except through its expiry;
 - (c) any default by the Tenant or the Tenant's Employees in observing or performing the provisions of this Lease;
 - (d) obtaining local government consent to this Lease (if necessary); and
- (3) the costs associated with complying with any conditions of consent to this Lease.

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16.3 Costs of Litigation

Except where a court determines otherwise and regardless of whether the Tenant is a party to the litigation, the Tenant must pay the Landlord's costs of litigation arising from the Tenant's occupancy of the Premises.

16.4 Reservations

- (1) The Landlord reserves the following rights:
 - (a) after reasonable notice (except in emergency when no notice will be necessary) the right to install, repair, alter or replace any Services;
 - (b) to grant, transfer, dedicate or otherwise enter into any arrangement in relation to the Land for the purpose of supporting structures on or providing Services or access to the Land or adjoining land; and
 - (c) the exclusive right to use any part of the Building or the Land which is not leased and the Landlord may erect or display advertising signs, grant leases or licences or authorise any person to use those areas for any purpose.
- (2) The Landlord must not exercise these rights in any way that prejudices the Tenant's rights under this Lease.

16.5 Power of Attorney

- (1) The Tenant irrevocably nominates and appoints individually the Landlord, its officers and any nominee appointed in writing for the purposes of this clause 16.5 to be the attorney of the Tenant.
- (2) At any time after the power to re-enter contained in this Lease has arisen (proof of which will be a statutory declaration of the Landlord or an officer of the Landlord) the attorney may execute and register a transfer or a surrender of this Lease or withdrawal of caveat.
- (3) In doing so, the attorney may use the Tenant's name and do anything relating to the Premises which the Tenant could do.
- (4) The Tenant will ratify and confirm any lawful act of the attorney.
- (5) The Registrar of Titles is authorised to act upon the statutory declaration and to accept it as sufficient evidence of the termination of this Lease.

17. Option of Renewal

17.1 Option

If Item 5 of the Reference Schedule contains a proposed further term and the Tenant:

- (1) wishes to lease the Premises for the further term;
- (2) gives notice to that effect to the Landlord not more than 6 months and not less than 3 months before the Term expires; and

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(3) has not breached an essential term of this Lease [as set out in clause 14.7(1)(b)];

the Landlord must grant a lease of the Premises ("**Further Lease**") to the Tenant upon the same terms and conditions as this Lease.

17.2 Further Lease

In the First Further Lease, the reference schedule is varied as follows:

Item 4 Term

4 years commencing on 3 April 2022 and terminating on 2 April 2026

Item 5 Option to Renew

Not Applicable

Item 6 Rent

[An amount to be agreed between the Landlord and the Tenant or, failing agreement 2 months before the Term expires, an amount to be determined by following the procedure set out in clause 4.2 as if the last day of the Term was a Market Review Date]

Item 7 Index Review Dates

2 April 2023, 2 April 2024, 2 April 2025

Item 8 Market Review Dates

Not Applicable

17.3 Omission of this Clause 17

This clause 17 will be omitted from the Further Lease.

17.4 Parties to Sign Further Lease

The Landlord, the Tenant and the Guarantor (if any) must sign an instrument of amendment under section 67 of the *Land Title Act 1994* or a Further Lease within a reasonable time after service on the Landlord of a notice under clause 17.1(2).

18. Guarantees

18.1 Personal Guarantee

Clauses 18.2 to 18.9 apply if Item 11 of the Reference Schedule has been completed by inserting details of Guarantors.

18.2 Guarantee and Indemnity

In consideration of the Landlord granting this Lease to the Tenant at the Guarantor's request, the Guarantor guarantees to the Landlord:

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- (1) the payment by the Tenant of the Rent and other money agreed to be paid; and
- (2) prompt performance and observance of all of the Tenant's covenants and obligations contained or implied in this Lease.

18.3 Indemnity

If the Tenant is not bound by some or all of its obligations under this Lease, the Guarantor agrees, by way of indemnity and principal obligation, to pay to the Landlord the amount which would have been payable by the Guarantor to the Landlord under the guarantee in clause 18.2 had the Tenant been bound.

18.4 Liability of Guarantor

The Landlord's rights and the Guarantor's liability under clauses 18.2 and 18.3 are not prejudiced or affected by:

- (1) the granting of any time, credit, forbearance, indulgence or concession by the Landlord to the Tenant or any Guarantor;
- (2) any absolute or partial release of the Tenant or any Guarantor or any compromise with the Tenant or any Guarantor;
- (3) any variation of this Lease, extension or renewal of the Term, holding over or continued occupation of the Premises by the Tenant;
- (4) any composition, compromise, release, discharge, arrangement, abandonment, waiver, variation, relinquishment or renewal of any security or right by the Landlord;
- (5) any assignment of this Lease or sublease of any part of the Premises;
- (6) the termination of this Lease;
- (7) the fact that the Rent or any other money may not be recoverable, may cease to be recoverable or may never have been recoverable or that any transaction affecting the Rent or the obligations contained in this Lease is or was wholly or partially void, voidable or unenforceable;
- (8) any failure to sue or agreement not to sue or any dealing, act or omission (whether constituting a waiver, election, estoppel or otherwise) by the Landlord with respect to the Rent, other money payable or the obligations under this Lease;
- (9) any fact, circumstance, legal disability or incapacity which would otherwise release the Tenant or any Guarantor from its obligations;
- (10) non-execution of this Lease by one or more of the persons named as Guarantor or the unenforceability of this guarantee and indemnity against one or more of the Guarantors; or
- (11) the exercise or purported exercise by the Landlord of its right of re-entry.

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18.5 Irrevocable

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

18.6 Guarantor Liable Regardless of Any Law

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

18.7 Indemnity on Disclaimer

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

18.8 Guarantor Not Prove in Liquidation

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

18.9 Guarantee to Continue

- (1) This guarantee and indemnity covers the period while the Tenant occupies or is entitled to occupy the Premises as tenant under a tenancy at will or periodic tenancy or holds an equitable interest in the Premises under an agreement for lease.
- (2) Without limiting clause 18.9(1), if registration of this Lease is required to create a legal leasehold estate, then until this Lease is registered it operates from the beginning of the Term as an agreement for lease.

In consideration of the Landlord granting the Lease at the request of each Guarantor, each Guarantor covenants with the Landlord in accordance with the provisions of clause 18 of the Lease.

DATED

6th April

2018.

SIGNED SEALED AND DELIVERED

by **Gary William Smith**

in the presence of:

]
]
]

[Signature]

.....
Qualified witness

(eg Justice of the Peace/Commissioner for Declarations)

[Signature]

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SIGNED SEALED AND DELIVERED
by **Debra Dawn Smith**
in the presence of:

]
]
]



.....
Qualified witness
(eg Justice of the Peace/Commissioner for
Declarations)



Solicitor

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