

Dealing Number



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1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
CVS Super Qld Pty Ltd ACN 617 318 911 trustee under instrument	HopgoodGanim Lawyers Level 8, Waterfront Place, 1 Eagle Street Brisbane Qld 4000 Telephone: 3024 0000 Email: h.oloughlin@hopgoodganim.com.au	BE187A File No: 1615517

2. Lot on Plan Description	Title Reference
Lot 6 on BUP 102291	50067680

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		CV Services Group Pty Ltd ACN 128 857 447	

4. Interest being leased
Fee simple

5. Description of premises being leased
The whole of the Land

6. Term of lease	7. Rental/Consideration
Commencement date/event: 5 10/2017 Expiry date: 4 10/2027 Options: Nil	See Schedule attached and/or Event: N/A

8. Grant/Execution

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

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

Witnessing Officer	Execution Date	Lessor's Signature
.....signature	3 10/2017	CVS Super Qld Pty Ltd ACN 617 318 911 as trustee
.....full name		Director
.....qualification		Director / Secretary

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

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

Witnessing Officer	Execution Date	Lessee's Signature
.....signature	3 10/2017	CV Services Group Pty Ltd ACN 128 857 447
.....full name		Director
.....qualification		Director / Secretary

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

Title Reference 50067680

Table of Contents

1.	Reference Schedule, definitions, interpretation.....	4
1.1	Reference Schedule.....	4
1.2	Definitions.....	4
1.3	Interpretation.....	7
2.	Lease Term.....	8
2.1	Grant of lease.....	8
2.2	Holding over.....	8
3.	Rent.....	8
3.1	Payment of rent.....	8
3.2	Fixed rent review.....	8
4.	Operating Expenses.....	9
4.1	Outgoings definitions.....	9
4.2	Payment of Outgoings.....	10
4.3	Electricity, gas, water and other direct charges.....	10
4.4	Apportionment of Expenses.....	11
5.	Use Covenants.....	11
5.1	Permitted Use.....	11
5.2	No exclusive use.....	11
5.3	Lessee's use obligations.....	11
5.4	Lessee's use prohibitions.....	11
5.5	Other occupiers.....	12
5.6	Compliance with legislation.....	12
5.7	Signage.....	13
5.8	Use of Common Areas.....	13
6.	Repair, maintenance and other work.....	13
6.1	Lessee to repair and maintain.....	13
6.2	Alterations or additions by Lessee.....	14
6.3	Lessee's fitout.....	14
6.4	Lessee's obligations at end of Lease Term.....	15
7.	Lessee's insurance, risk and indemnity.....	15
7.1	Insurance.....	15
7.2	Lessee's risk.....	16
7.3	Lessee's indemnity.....	16
8.	Damage or destruction.....	16
8.1	Reduction of rent.....	16
8.2	Termination by Lessee.....	16
8.3	Exceptions.....	17
8.4	Termination by Lessor.....	17
8.5	Lessor not obliged to restore.....	17
8.6	Compensation.....	17
8.7	Resolution of disputes.....	17
9.	Reservations.....	17
9.1	Lessor's use of exterior walls and other rights.....	17
9.2	Letting and sale notices.....	18
9.3	Lessor's right of entry.....	18
9.4	Rules and Regulations.....	19
9.5	Additional work and dealings by Lessor.....	19
10.	Transfer, subletting and other Dealings.....	19
10.1	Dealings.....	19
10.2	Lease Dealing by Lessee.....	20
10.3	Control Dealing by Lessee.....	21
10.4	Security Dealing by Lessee.....	22
10.5	Multiple Lessees.....	22
10.6	New Title Dealing by Lessor.....	22
10.7	PPS Act.....	23

Title Reference 50067680

11.	Lessor's covenants	24
11.1	Quiet enjoyment	24
11.2	Lessor to pay rates	24
11.3	Access to Premises	24
11.4	Maintenance of Services and structure	24
12.	Default by Lessee	25
12.1	Events of default	25
12.2	Consequences of default by Lessee	25
12.3	Essential terms and damages	25
12.4	Abandonment of the Premises by Lessee	26
12.5	Interest	26
12.6	Condition precedent	26
13.	Miscellaneous	26
13.1	Notices	26
13.2	Costs	27
13.3	GST	27
13.4	Trustee provisions	28
13.5	Governing law	28
13.6	Severance	28
13.7	Rights and remedies	28
13.8	Waiver	28
13.9	Consents and approvals	28
13.10	Compliance with covenants	29
13.11	Payment of money	29
13.12	Signing, attorneys, counterparts and faxing	29
13.13	Further assurances	30
13.14	Documentation	30
13.15	Entire agreement	30
13.16	Power of attorney	30
13.17	Managing Agent	30
13.18	Transfer by the Lessor	31
13.19	Superior and concurrent interests	31
13.20	Community title and building management obligations	31
13.21	Lessee's Bond	31
13.22	Rent Prepayment and Reduction	32

Title Reference 50067680

1. Reference Schedule, definitions, interpretation

1.1 Reference Schedule

Lessor	
Name	CVS Super Qld Pty Ltd ACN 617 318 911 trustee under instrument
Address	59-61 Qantas Drive, Eagle Farm Qld 4009
Lessee	
Name	CV Services Group Pty Ltd ACN 128 857 447
Address	PO Box 461, Mooloolaba Qld 4557 or at the Premises
Guarantor	Not applicable
Premises	Unit 6, 127 Sugar Road, Alexandra Headland Qld 4572
Annual Rent	\$63,700.00 per annum (\$5,308.33 per month) excluding GST for Lease Year 1, and then subject to revision as provided in this document
Fixed Review Date(s)	The commencement date of Lease Years 2, 3, 4, 5, 6, 7, 8, 9 and 10 of the Lease Term
GPI Review Date(s)	Nil
Market Review Date(s)	Nil
Minimum Rent Increase	4%
Outgoings Payable by Lessee	The Agreed Proportion
Permitted Use	As premises for industrial and associated offices, including storage, steel, fabrication, printing and operational spray booths
Default Interest Rate	10% per annum
Lessee's Bond	\$23,356.67 including GST

1.2 Definitions

In this document:

Air Conditioning Equipment means all plant, machinery and equipment for heating, cooling and otherwise circulating air and associated controls and ducting that may be in or servicing the Premises.

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

Body Corporate means the body corporate constituted under the BCCM Act for the Scheme and, unless a contrary intention appears, includes the Lessor as a member of the Scheme.

Building means the building and all other improvements (above or below ground level) erected on the Land.

Business Day means any day except a Saturday, Sunday or public holiday in the capital City of the Home State.

Business Hours means 8.00am to 6.00pm each Business Day or such other hours as the Lessor may (acting reasonably) designate.

Claim includes any legal proceeding, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

Title Reference 50067680

Common Areas means:

- (a) the common property designated by the Scheme for common use; and
- (b) for any areas within the Land, all parts of the Land provided and designated by the Lessor for common use by any tenant or other occupier.

Complex means:

- (a) any complex of land or buildings or both (including the Premises) comprised in the Scheme and all other land (including any leasehold land) that the Lessor may at any time incorporate into the Complex for any purpose;
- (b) the Building and all other improvements (above or below ground level) erected on that land; and
- (c) the Lessor's Fixtures,

but excludes any land, buildings or improvements that the Lessor may determine do not form part of the Complex.

Damage Event means damage or destruction by fire, lightning, storm, flood, tempest, earthquake, strike, civil unrest, explosion, enemy or hostile action, impact by aircraft or aerial object, act of God or other disabling cause.

Date of Commencement means the commencement date of the Lease Term specified on the Frontsheet.

Date of Expiry means the expiry date of the Lease Term specified on the Frontsheet.

Dealing means any Control Dealing, Lease Dealing, Security Dealing or Subdealing (as those terms are defined in clause 10.1).

Dissolution means:

- (a) for a natural person, the death, disability, bankruptcy, infancy, deed of arrangement, assignment to or composition with creditors or other demise of the person;
- (b) for a corporation, any scheme of arrangement, appointment of any administrator, receiver, receiver and manager, liquidator or other person to control the corporation's assets, or the corporation is de-registered or otherwise dissolved; and
- (c) for any person, the enforcement of any judgment, order or encumbrance against the Lessee's interest under this document, the Lessee's Property or any other property used in connection with the business conducted by the Lessee at or from the Premises.

Fire Equipment means all stop-cocks, hydrants, fire hoses, fire alarms and other fire prevention, detection and extinguishing equipment that may be in or servicing the Premises.

Floor Area means the area as determined by the Lessor (acting reasonably) of all levels (if more than one) of the relevant premises (as the context may require) measured in accordance with the relevant specifications for measurement of lettable area as recommended by the Property Council of Australia Limited ACN 008 474 422.

Frontsheet means the form commencing on the front page of this document.

Further Term means the term (if any) of any renewal of this document or extension of the Lease Term.

Government Authority means the local council and any other government or other authority having jurisdiction over the Premises or the Complex (as the context may require).

GST has the meaning given in the GST Law.

Title Reference 50067680

GST Law has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantor means the party (if any) named as Guarantor in the Reference Schedule and any person who may become a guarantor under this document.

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

Land means the land described on the Frontsheet.

Lease Documents means:

- (a) this document; and
- (b) any variation, guarantee or covenant prepared and signed by the Lessor concerning any of them.

Lease Term means the term of this document commencing on the Date of Commencement and expiring on the Date of Expiry.

Lease Year means each consecutive period of 12 months starting on the Date of Commencement and includes any broken period between the last complete Lease Year and the Date of Expiry.

Lessee means the party named as Lessee on the Frontsheet and includes the Lessee's Agents.

Lessee's Agents includes each subtenant, licensee and invitee of the Lessee.

Lessee's Bond means the Lessee's bond (if any) specified in the Reference Schedule.

Lessee's Property means all fixtures, fittings, plant, equipment, partitions, signage and other property not owned or supplied by the Lessor in or about the Premises.

Lessor means the party named as Lessor on the Frontsheet.

Lessor's Fixtures includes all fixtures, fittings, plant, equipment, partitions, doors, locks, windows, drains, conduits and other property owned or supplied by the Lessor in or about or providing services to the Premises or the Complex (as the context may require).

Permitted Use means the use of the Premises for the purpose referred to in the Reference Schedule.

Premises means the tenancy taken by the Lessee referred to on the Frontsheet and:

- (a) includes the Lessor's Fixtures, the Air Conditioning Equipment and the Fire Equipment; and
- (b) extends to the centre line of the floor, the external building walls, the inter-tenancy walls (if any), and the ceiling slab or roof (as the case may be).

Redecorate means to Refurbish and otherwise upgrade the Premises, the Lessee's Property and all exterior signage in the way reasonably required by the Lessor and, if reasonably approved by the Lessor, in the Lessee's corporate style and colour scheme.

Reference Schedule means the schedule in clause 1.1.

Refurbish means:

- (a) treating as previously treated all internal surfaces of the Premises by painting, staining, polishing or otherwise to a specification approved by the Lessor; and
- (b) replacing all window and floor coverings in the Premises that the Lessor may reasonably determine are worn or damaged or required to be replaced.

Title Reference 50067680

RSL Act means the *Retail Shop Leases Act 1994 (Qld)*.

Scheme means the community titles scheme under the BCCM Act that includes the Premises.

Stipulated Rate means the rate per cent per annum equal to the highest lending rate charged by the Lessor's principal lender to its customers as at the due date for payment for an unsecured business loan of less than one hundred thousand dollars, plus 2%. A certificate by an officer of the relevant bank or other financial institution is conclusive evidence of the rate.

Supply has the meaning given in the GST Law.

Total Lettable Area means the Floor Area of the whole of the Land or the Complex as the Lessor may designate as comprising premises occupied or available for occupation by any tenant or occupier but, to the extent allowed at law, excludes any Common Areas, plant rooms and dedicated storage areas.

Words and expressions not defined in this clause may be described in the Reference Schedule.

1.3 Interpretation

(a) In this document, unless a contrary intention appears:

- (1) each covenant by two or more persons as a party is made jointly by all and separately by each;
- (2) reference to a thing includes the whole and any one or more parts of it;
- (3) reference to an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this document and a reference to this document includes any schedule or attachment;
- (4) reference to any party means a party to this document and includes each:
 - (A) person comprising the party;
 - (B) personal representative of each person; and
 - (C) officer, employee, agent, successor and permitted transferee of the party;
- (5) reference to writing includes printing, typing, electronic mail and facsimile;
- (6) reference to a month or year means a calendar month or year;
- (7) reference to any legislation includes any:
 - (A) legislation amending, consolidating or replacing it; and
 - (B) regulation, by-law, ruling, notice, order or other requirement made under it;
- (8) reference to the President of a body includes any acting President or other principal officer of the body, or that person's delegate;
- (9) reference to any authority, association or other body includes any body that may, in the reasonable opinion of the Lessor, be constituted instead of or in succession to it;
- (10) words importing a gender include each other gender;
- (11) the singular includes the plural and the plural includes the singular; and
- (12) words denoting an individual include a corporation and a corporation includes an individual.

Title Reference 50067680

- (b) In the interpretation of this document, the headings to clauses must be ignored, except in the Reference Schedule.
- (c) A definition in the Lease Documents has the same meaning in this document. If there is any conflict or inconsistency between any definition or other provision in this document and in the Lease Documents, this document prevails.
- (d) This document:
 - (1) is signed, sealed and delivered by each party as a deed; and
 - (2) includes the Frontsheet and each consent, schedule, appendix and annexure that may be attached to or incorporated into it by reference.
- (e) Any covenant or power implied by legislation is excluded from this document, unless it cannot lawfully be excluded because of the legislation, or is expressly incorporated into this document.

2. Lease Term

2.1 Grant of lease

The Lessor leases the Premises to the Lessee and the Lessee takes the Premises for the Lease Term on the terms and conditions contained in this document.

2.2 Holding over

- (a) If the Lessee (with the consent of the Lessor which consent may be granted or withheld at the Lessor's discretion) remains in occupation of the Premises after the Date of Expiry (other than by the grant of a further lease) then the Lessee must hold over as a month to month tenant on the terms of this document so far as they are applicable to a monthly tenancy.
- (b) The Lessor or the Lessee may terminate that monthly tenancy on any day by giving at least one month's written notice to the other party.
- (c) The rent payable by the Lessee at commencement of that monthly tenancy is the amount of rent payable monthly under this document immediately before the Date of Expiry unless otherwise notified to the Lessee at least one month before the Date of Expiry. That rent may be reviewed during the monthly tenancy whenever the Lessor may require on not less than one month's written notice to the Lessee.

3. Rent

3.1 Payment of rent

The Lessee must pay to the Lessor the annual rent specified in the Reference Schedule during the Lease Term by equal monthly instalments in advance on or before the first day of each month. The first instalment is payable on or before the Date of Commencement. The annual rent must be apportioned on a daily basis for any broken period less than a month by dividing the annual rent for the relevant Lease Year by 365.

3.2 Fixed rent review

The annual rent must be reviewed on each Fixed Review Date (if any) specified in the Reference Schedule by increasing the annual rent payable by the Lessee to the Lessor under this document immediately before the Fixed Review Date by the Minimum Rent Increase (if any) specified in the Reference Schedule.

Title Reference 50067680

4. Operating Expenses

4.1 Outgoings definitions

In this document, in addition to other defined terms:

Accounting Period means each consecutive period not exceeding 12 months during the Lease Term selected by the Lessor for the purpose of calculating the Outgoings.

Agreed Proportion means 100%.

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

- (a) rates, taxes and other assessments (including land tax unless prohibited by legislation) payable to any Government Authority or other person, including general, water and sewerage rates, fire protection and ambulance levies, rubbish and waste removal, electricity, gas, drainage, sign licence fees, environmental levies, special levies, meter rents, Crown and other rents and any levies payable under any building management statement, the Scheme or any special facilities licence;
- (b) insurance premiums for reinstatement, public liability, workers' compensation, machinery breakdown, consequential and economic loss, industrial special risks and other risks as the Lessor may reasonably consider appropriate, claim costs, and the amount of any excess, deductible or settlement amount payable by the Lessor in relation to any claim;
- (c) services and facilities, including cleaning, pest control, lighting, electrical, air-conditioning, fire protection, lifts and escalators, heating, water, plumbing, security, caretaking, gardening, landscaping, signage, car parking, traffic control, child minding and play areas;
- (d) repair, maintenance, painting, servicing, replacement or other works, and running costs for any plant, equipment, lifts and escalators;
- (e) management, including management fees and commissions, operating any management office, telephone costs, bank charges and wages and other employment overheads for employing any manager, caretaker, staff, consultant or other service provider;
- (f) steps taken concerning the requirements of any Government Authority, including town planning, highways, drainage or other matters;
- (g) accounting fees for providing any statement of expenditure concerning the Outgoings; and
- (h) (if applicable), other items of apportionable outgoings specified in the standard form of Lessor Disclosure Statement prescribed under the RSL Act, to the extent not already specified above,

but excluding the cost of any:

- (i) works of a capital nature as determined by the Lessor's accountants in accordance with accounting principles generally accepted in the Home State;
- (j) commission payable to a licensed property agent for letting the Land or any part of it;
- (k) payment for which the Lessee or another occupier of the Complex is directly responsible;
- (l) income tax and capital gains tax of the Lessor; and
- (m) amount that the Lessor is not entitled to recover under the RSL Act (if applicable).

Title Reference 50067680

4.2 Payment of Outgoings

- (a) The Lessee must pay to the Lessor (in addition to the rent) the Agreed Proportion of the Outgoings for each Accounting Period (**Outgoings Contribution**) during the Lease Term.
- (b) The Lessor must give the Lessee an estimated statement of the Outgoings for the relevant Accounting Period (**Annual Estimate**) at least one month before commencement of each Accounting Period.
- (c) The Lessee must pay the Outgoings Contribution by equal monthly instalments in advance at the same time and in the same way as instalments of annual rent in accordance with the Annual Estimate.
- (d) The Lessor may recalculate the Agreed Proportion or adjust the Annual Estimate or both at any time. The first instalment of the Outgoings Contribution (as recalculated or adjusted) must be paid by the Lessee on the first day of the month following the date on which the Lessor gives written notice to the Lessee.
- (e) The Lessor must, within three months after the end of the relevant Accounting Period, deliver to the Lessee an itemised statement of the Outgoings actually incurred by the Lessor during the Accounting Period (**Outgoings Statement**). Within 14 days after delivery of the Outgoings Statement, an adjustment must (if necessary) be made between the Lessor and the Lessee.
- (f) The Outgoings must be calculated on an accrual and pre-payment basis. If any Outgoings relate to a period outside the relevant Accounting Period, or to any land or premises outside the Land or the Complex, the Lessor must apportion them in the way reasonably required by the Lessor.
- (g) Despite anything to the contrary, the Lessor may at any time require the Lessee to immediately reimburse the Lessor for the Agreed Proportion of any Outgoing upon the Lessor incurring it.

4.3 Electricity, gas, water and other direct charges

- (a) The Lessee must pay (in addition to the rent) during the Lease Term the cost of:
 - (1) electricity, gas, water, air conditioning, toilets, telephones and other utilities (**Consumables**) consumed on or supplied to the Premises and the cost of installing, changing and reading any meter and all meter rental (if any) for measuring the Consumables;
 - (2) any taxes, charges, licence fees or other assessments (present or future) that may be assessed directly against the Premises or any use or occupation of it (including, for example, any ambulance, community titles scheme, building management statement, special facilities or other levy), and whether assessed by or against the Lessor or directly against the Lessee;
 - (3) rubbish removal and cleaning the Premises; and
 - (4) supplying any air-conditioning, security, lighting or other services benefitting the Premises outside the Business Hours.
- (b) The price charged for electricity or any other Consumable must not be more than the appropriate tariff that would have been payable if supplied directly by the relevant authority to the Lessee. The Lessor may require the Lessee to purchase a Consumable from the Lessor if it is lawful to do so. If the Lessee purchases a Consumable from a supplier other than the Lessor, then the Lessee must pay any reasonable costs incurred by the Lessor concerning that.
- (c) If any assessment is made directly against the Lessee, it must be paid by the Lessee to the supply authority not later than the due date. If any assessment is made by or directly against the Lessor, it must be paid by the Lessee to the Lessor within 14 days after being billed by the Lessor. The Lessor may, without further notice, discontinue supply of an unpaid Consumable until it is paid, without any liability or compensation to the Lessee.

Title Reference 50067680

4.4 Apportionment of Expenses

- (a) The Lessor may (acting reasonably) determine that an expense (for example, and if applicable, any air-conditioning costs) payable under this document (**Expense**) must be paid by an individual occupier or group of occupiers in the Complex who enjoy or share a benefit from it.
- (b) If the Lessor determines that an Expense is payable by:
 - (1) the Lessee alone, then the Lessee must pay all of the Expense; and
 - (2) a group of occupiers including the Lessee, then the Lessee must pay the proportion (as a percentage), that the Floor Area of the Premises bears to the aggregate Floor Area of the occupiers that enjoy or share a benefit from the Expense.

5. Use Covenants

5.1 Permitted Use

- (a) The Lessee must not use the Premises for any purpose other than the Permitted Use.
- (b) Despite anything to the contrary, the Lessee must not use the Premises wholly or predominantly for carrying on any retail business as referred to in the RSL Act.

5.2 No exclusive use

The Lessor may grant any lease, licence or other right of occupation in the Complex to any person or competitor of the Lessee for any use even if it is the same or similar to the Permitted Use.

5.3 Lessee's use obligations

The Lessee must:

- (a) use, occupy, operate and conduct its business in the whole of the Premises throughout the Lease Term during the Business Hours in a responsible and reputable way;
- (b) pay the reasonable cost of cleaning any blockages in pipes that originate in the Premises if the blockage is between its origin and its entry into any trunk drain;
- (c) keep the Premises clean and free from pests and rubbish;
- (d) notify the Lessor of any damage to the Premises as soon as the Lessee becomes aware of it;
- (e) co-operate with the Lessor in carrying out fire drills and evacuation procedures in the Complex;
- (f) keep the Premises locked and secure when not occupied and pay the reasonable cost of supplying any keys or access devices to the Lessee; and
- (g) if required by the Lessor (acting reasonably) achieve and maintain a NABERS rating for energy, water, indoor environment and waste management for the Premises to the level reasonably required by the Lessor, if and when any such requirement may become applicable to the Premises.

5.4 Lessee's use prohibitions

The Lessee must not without the prior written consent of the Lessor:

- (a) keep any animals or birds in the Premises;

Title Reference 50067680

- (b) carry on business in the Complex outside the Premises;
- (c) carry on any annoying, noxious, offensive or illegal business in or about the Premises;
- (d) operate any plant, equipment or sound transmission device that may annoy, disturb or cause damage to the Lessor or any other occupier of the Complex;
- (e) do anything that conflicts with any obligation under any insurance policy concerning the Premises;
- (f) use any flammable chemicals, except in the ordinary course of the Lessee's business and only in pre-packaged containers or otherwise in the way reasonably required by the Lessor;
- (g) overload any electrical or other services or the floors, walls or ceilings of the Premises;
- (h) alter, interfere with or remove the Lessor's Fixtures;
- (i) mark, deface or damage the Premises or the Complex; or
- (j) do any combination of those things.

5.5 Other occupiers

The Lessor is not responsible to the Lessee for:

- (a) any act, omission, neglect or default; or
 - (b) any non observance of any lease or other right of occupation,
- by any occupier of other premises in the Complex or any other person.

5.6 Compliance with legislation

- (a) The Lessor gives no warranty (either present or future) as to the suitability or adequacy of the Premises or the lawfulness of the Permitted Use. The Lessee is deemed to have accepted the Premises with full knowledge of that and subject to any prohibitions or restrictions on the Permitted Use under any legislation.
- (b) The Lessee must at its cost comply with all relevant legislation and obtain, keep current and comply with all approvals, licences and other requirements of any Government Authority needed for the Lessee to use and occupy the Premises for the Permitted Use, to conduct the Lessee's business in the Premises, to install and use the Lessee's Property, and to exercise any other right under this document. This includes any requirement that may arise as a result of the number or sex of any persons in the Premises, fire protection, any environmental matters, or if this document comprises a subdivision by way of lease.
- (c) The Lessee must deliver a copy of all approvals and licences to the Lessor within 14 days after obtaining them.
- (d) If the Lessor is required or elects to comply with any Government Authority requirement (in whole or in part) referred to in this clause, then all reasonable costs concerning that are payable by the Lessee.
- (e) The Lessee is not required under this clause to effect any structural alterations or additions to the Premises, except if required by the Lessee's use or occupation of the Premises, the nature of the Lessee's business, the number or sex of any persons in the Premises, any neglect or default of the Lessee or any combination of those things.
- (f) The failure or inability of the Lessee to comply with this clause does not relieve the Lessee from any of its other obligations, including the payment of all rent and other money.

Title Reference 50067680

5.7 Signage

- (a) The Lessee must not place any sign, advertisement, nameplate or other notice (**Sign**) in or outside the Premises unless the Lessee obtains the prior written consent of the Lessor.
- (b) Any Sign erected by the Lessee under this document must:
 - (1) be professionally made, not handwritten, and incidental to the Lessee's business;
 - (2) not emit any flashing lights; and
 - (3) be immediately removed if not approved by the Lessor.

5.8 Use of Common Areas

The Lessee must:

- (a) not obstruct or otherwise interfere with the Common Areas in any way, including leaving or placing any article or thing, or by parking any delivery or other vehicle in it; and
- (b) comply with any reasonable directions of the Lessor relating to the receipt, delivery or other movement of any goods, articles or vehicles or any other use of the Common Areas.

6. Repair, maintenance and other work

6.1 Lessee to repair and maintain

- (a) The Lessee must keep and maintain the Premises in good and substantial repair and condition, except for fair wear and tear and any Damage Event. However, the exceptions in this subclause do not apply if the Damage Event has been caused or contributed to by any act, omission, neglect or default of the Lessee, or payment of any money to the Lessor under any insurance policy is refused or reduced, because of that.
- (b) Despite subclause 6.1(a), the Lessee is not required to effect any structural repair, except if required by the Lessee's use or occupation of the Premises, the nature of the Lessee's business, any neglect or default of the Lessee or any combination of those things.
- (c) Despite anything to the contrary, the Lessee must at its cost to the reasonable satisfaction of the Lessor:
 - (1) immediately repair any damage caused by any neglect, default or misuse by the Lessee;
 - (2) immediately replace any glass in or about the Premises that may be damaged or broken with glass of a similar type, gauge and quality;
 - (3) replace any damaged or non-operative electric light bulbs, globes, tubes, associated fittings and other means of illumination concerning the Premises;
 - (4) repair or (if appropriate) replace any items of the Lessor's Fixtures or the Lessee's Property or both that may be broken or damaged by the Lessee with items of a similar type and quality;
 - (5) Redecorate within three months after written notice from the Lessor (but not more than once during each consecutive period of five years), and in any case Redecorate during the last three months of the Lease Term if the Lessee is then entitled to a Further Term; and
 - (6) if applicable, maintain all driveways, paths, gates, fences and other structures in the Premises in good and substantial repair and condition.

Title Reference 50067680

- (d) The Lessee must, at its cost:
- (1) keep the Lessee's Property in good repair and condition and clean; and
 - (2) effect and maintain with reputable specialist contractors, comprehensive service, maintenance and repair contracts (**Maintenance Contract**) approved by the Lessor on all plant and equipment in or otherwise exclusively servicing the Premises.
- (e) However, and despite subclause 6.1(d), if the Premises are exclusively serviced by separate Air Conditioning Equipment, then:
- (1) while that equipment may be covered by the relevant manufacturer's warranty and service program, the Lessee is not obliged to effect a Maintenance Contract on it; and
 - (2) in any case the Lessee is not required to replace major components of a capital nature for that equipment, unless required because of any neglect, default or misuse of it by the Lessee.

6.2 **Alterations or additions by Lessee**

- (a) The Lessee must not make any alteration or addition to the Premises or the Lessee's Property (**Lessee's Works**) without the prior written consent of the Lessor.
- (b) The Lessor may require as a condition of its consent to the Lessee's Works that the Lessee must:
- (1) before commencing any works, at its cost:
 - (A) prepare detailed plans and specifications of the Lessee's Works and have them approved by the Lessor; and
 - (B) produce to the Lessor all consents and approvals required from any Government Authority necessary to lawfully carry them out;
 - (2) allow the Lessee's Works to be supervised by the Lessor;
 - (3) carry out the Lessee's Works at its cost promptly in a good and workmanlike way by a registered builder having insurance policies approved by the Lessor;
 - (4) only use materials that are approved by the Lessor;
 - (5) provide the Lessor with details of all actions and precautions taken by the Lessee and the Lessee's builder to fulfil the duties imposed on them under the *Work Health and Safety Act 2011* (Qld);
 - (6) within 14 days after completing the Lessee's Works, and in any case before occupying them, produce to the Lessor all consents and approvals required from any Government Authority certifying lawful completion and use of the Lessee's Works and two sets of "as built" drawings;
 - (7) pay the Lessor's reasonable costs concerning the Lessee's Works, (whether approved or not), including any approval process, supervision of works, consequential works to the Complex and security for costs (if reasonably required by the Lessor); and
 - (8) comply with any other reasonable requirements of the Lessor concerning the Lessee's Works, including the prompt rectification of any defect in them.

6.3 **Lessee's fitout**

If the Premises are not fully fitted out, the Lessee must fitout the Premises in accordance with the Lessor's reasonable tenancy fitout and signage requirements and the previous clause.

Title Reference 50067680

6.4 Lessee's obligations at end of Lease Term

- (a) The Lessee must, during the period of 14 days before the Date of Expiry or the end of any holding over (unless the Lessee is then entitled to a Further Term) or, if this document ends because of any early termination or re-entry by the Lessor, within 14 days after the date this document ends:
- (1) remove the Lessee's Property, the Lessor's Fixtures and all other fitout, suspended ceiling, graphics, floor coverings, tiling and other finishes from the Premises (except for any item that the Lessor may require to remain in the Premises);
 - (2) reinstate all services in or to the Premises to an open plan specification (including electrical and plumbing services and fire sprinklers to a height to be nominated by the Lessor);
 - (3) remove all rubbish, Refurbish and otherwise repair and make good any damage so that the Premises is converted back to its good repair and condition as at the earlier of the Date of Commencement of this document and the date on which the Lessee originally occupied the Premises under this document or any other previous lease or licence with the Lessee or the Lessee's predecessor in title as tenant;
 - (4) deliver up vacant possession of the Premises in the condition required by this document and return all keys and access devices to the Lessor; and
 - (5) remove any Security created or allowed to come into existence affecting the Lessee's interest under this document, the Lessor's Fixtures or the Lessee's Property.
- (b) Before carrying out any works under this clause, the Lessee must obtain the Lessor's consent to them, and make good any damage caused to the Premises and the Complex because of them.
- (c) If the Lessee defaults under this clause, the Lessor may on not less than seven days' written notice to the Lessee, either:
- (1) carry out the Lessee's obligations under this clause to the exclusion of the Lessee;
 - (2) treat the Lessee's Property as abandoned and take property in it, and remove, leave or otherwise deal with it in the way required by the Lessor without any compensation to the Lessee; or
 - (3) do any combination of those things.

7. Lessee's insurance, risk and indemnity

7.1 Insurance

- (a) The Lessee must at its cost effect and maintain the following insurances:
- (1) insurance on the Lessee's Property for an amount not less than the full insurable and replacement value of it with coverage against at least fire with standard extended coverage;
 - (2) public risk liability insurance applying to the Premises and all operations of the Lessee, written on a comprehensive basis with limits of not less than \$20 million per occurrence or any higher limits that the Lessor may reasonably require;
 - (3) insurance on all plate and other glass in or otherwise enclosing the Premises; and
 - (4) any other insurance that the Lessor or its mortgagee may reasonably require.

Title Reference 50067680

- (b) All insurance policies effected by the Lessee under this document:
- (1) must be taken out in the name of the Lessee and, except for the policy under paragraph 7.1(a)(1), note the Lessor (and any mortgagee of the Lessor) as an interested party; and
 - (2) may be taken out as part of a global policy but must be taken out as primary cover.
- (c) The Lessee must deliver all relevant certificates of insurance whenever reasonably required by the Lessor.
- (d) The Lessee must pay to the Lessor:
- (1) any insurance excess, deductible or shortfall payable by the Lessor for any insurance Claim made concerning the Premises, if the Claim arises because of any act, omission, neglect or default of the Lessee; and
 - (2) all extra insurance costs for any extra risk caused by any use or occupation of the Premises.

7.2 **Lessee's risk**

Except to the extent of any neglect or default of the Lessor, the Premises, the Lessee's Property and the exercise of any right or remedy by the Lessee under this document are at the sole risk of the Lessee.

7.3 **Lessee's indemnity**

Except to the extent of any neglect or default of the Lessor, the Lessee releases and indemnifies the Lessor against any Claim arising from any:

- (a) loss, damage, death or injury to any property or person in or about the Complex caused or contributed to by the Lessee or any use or occupation of the Premises by the Lessee;
- (b) neglect or default of the Lessee; or
- (c) combination of those things.

8. **Damage or destruction**

8.1 **Reduction of rent**

If the Premises or the Complex is damaged by any Damage Event so that the Lessee's use of and access to the Premises is substantially and adversely affected, then the rent and any Outgoings Contribution payable under this document and any covenants to repair and maintain the Premises must be reduced (in proportion to the nature and extent of the damage sustained) until the Premises have been restored and made usable and accessible or this document is terminated.

8.2 **Termination by Lessee**

If the Lessor does not within a reasonable time after the occurrence of the Damage Event restore the Premises and make it accessible, the Lessee may serve a written notice (**Lessee's Notice of Intention to Terminate**) on the Lessor. If the Lessor does not, within a reasonable time after receipt of the Lessee's Notice of Intention to Terminate proceed with the relevant works, the Lessee may terminate this document by giving not less than one month's further written notice to the Lessor (**Lessee's Termination Notice**). This document terminates when the Lessee's Termination Notice expires, unless the Lessor proceeds with the works by the expiry date of that notice.

Title Reference 50067680

8.3 **Exceptions**

However, clauses 8.1 and 8.2 do not apply if the Damage Event has been caused or contributed to by the Lessee, or payment of any money to the Lessor under any insurance policy is refused or reduced, because of that.

8.4 **Termination by Lessor**

If the Premises is resumed by any Government Authority, or totally destroyed, or any damage or resumption renders the Premises totally unable to be used or are made inaccessible, or in the Lessor's opinion the damage makes it impractical or undesirable to restore the Premises, then the Lessor may elect to terminate this document by giving not less than one month's written notice to the Lessee (**Lessor's Termination Notice**). This document terminates when the Lessor's Termination Notice expires.

8.5 **Lessor not obliged to restore**

Despite anything to the contrary, the Lessor is not obliged to restore the Premises or the Complex or the means of access (or to any former specifications) if there is any damage as referred to in this clause.

8.6 **Compensation**

The Lessee is not entitled to any compensation against the Lessor because of any termination of this document by either the Lessor or the Lessee under this clause. The Lessee may effect its own insurance for any compensation. However, any termination above does not limit any Claim against a resuming authority.

8.7 **Resolution of disputes**

Any dispute between the Lessor and the Lessee as to the nature and extent of the damage that is not resolved within 14 days after written notice of that may be given to the other party, must be determined by a loss assessor acting as an expert and not as an arbitrator (**Expert**). The Expert must be a member of and appointed by the President of the Home State Division of the Insurance Council of Australia (**ICA**) on the application of the Lessor or the Lessee. A determination by the Expert is final and binding on all parties. The Lessor and the Lessee must pay their own costs concerning any application and determination. The fees of the Expert and the ICA must be paid by the Lessor and the Lessee in equal shares, unless otherwise directed by the Expert.

9. **Reservations**

9.1 **Lessor's use of exterior walls and other rights**

Despite anything to the contrary, the Lessor and the Body Corporate reserve the following rights:

- (a) the right to use any exterior wall or roof of the Building and any air space concerning the Complex, and to control the Common Areas and any other part of the Complex, including the right to:
- (1) erect and display any sign (but not to obstruct any signage of the Lessee approved by the Lessor);
 - (2) change the tenancy mix, relocate any occupier and grant any occupation right over any area;
 - (3) operate, manage, equip, light and do anything lawful in the Complex that the Lessor may require;
 - (4) make charges for the use of the Complex (including any parking areas); or
 - (5) do any combination of those things,
- for any purpose and on the terms and conditions that the Lessor may require;
- (b) during any period:

Title Reference 50067680

- (1) of a Damage Event, bomb threat or other public disturbance; or
- (2) when the Lessor, the Body Corporate or any Government Authority or any of them require to do any work in the Complex,

the right to close the Complex or any part of it for any period that the Lessor may reasonably require;

- (c) the right to name and create any logo for the Complex and change any of them; and
- (d) the right to do any combination of those things.

9.2 Letting and sale notices

- (a) The Lessor may (in the case of sale) at any time and (in the case of letting) during the last three months of the Lease Term and any period of holding over on reasonable prior written notice to the Lessee:
 - (1) display in or about the Premises a notice (of a reasonable size) advising that the Premises is or will be available for sale or letting (if it does not obstruct the Lessee's signage); and
 - (2) conduct prospective purchasers or future tenants through the Premises to view it.
- (b) The Lessee must not remove, damage or obstruct the Lessor's notice.
- (c) In exercising its rights under this clause, the Lessor must use its best endeavours to cause as little inconvenience to the Lessee as practicable.

9.3 Lessor's right of entry

- (a) The Lessor may at all reasonable times on reasonable prior written notice to the Lessee enter the Premises and:
 - (1) view the state of repair and condition of it;
 - (2) carry out any work that the Lessor may require to do;
 - (3) allow any Government Authority to carry out any work that may be required to be done;
 - (4) carry out (at the cost of the Lessee) any of the Lessee's obligations under this document that the Lessee may have failed to carry out; or
 - (5) do any combination of those things.
- (b) However:
 - (1) when entering the Premises under this clause the Lessor must be accompanied by an authorised representative of the Lessee appointed by the Lessee and notified to the Lessor for that purpose (and if the representative is not appointed, notified and available at the relevant time then the Lessor may enter without any representative); and
 - (2) any notice or representative (or both, as the case may be) referred to in this clause is not required in the case of emergency as determined by the Lessor, acting reasonably.
- (c) The Lessor must use its best endeavours to cause as little inconvenience to the Lessee as practicable, remove all rubbish and make good any damage but is not otherwise liable to the Lessee for any Claim when exercising its rights under this clause.

Title Reference 50067680

9.4 Rules and Regulations

- (a) The Lessor may by written notice to the Lessee make (and subsequently alter) any rules and regulations (**Rules and Regulations**) that the Lessor may reasonably require for the safety, care, cleanliness, good order, appearance and operation of the Premises or the Complex or both.
- (b) The Lessee must comply with the Rules and Regulations as if they were covenants in this document upon a copy of them being given to the Lessee.
- (c) However, the Rules and Regulations must not substantially diminish the rights of the Lessee. If there is any inconsistency between the Rules and Regulations and this document, then this document prevails.

9.5 Additional work and dealings by Lessor

- (a) The Lessor or the Body Corporate or both may:
 - (1) carry out or allow to be carried out any building or other work in the Complex;
 - (2) alter the height, size and configuration of the Complex (but not the Premises without the Lessee's consent);
 - (3) purchase, lease, transfer, subdivide, amalgamate or deal with any land or lease concerning the Complex;
 - (4) grant a Security affecting any of its assets to any other person, and this document must be subordinate to it even if the Security is granted after this document is entered into;
 - (5) enter into any easement or other dealing with itself, the Body Corporate, any Government Authority, owner, occupier or other person having an interest in any land or lease concerning the Complex; or
 - (6) do any combination of those things,in the way and for any purpose that the Lessor or the Body Corporate may require.
- (b) The Lessor must use its best endeavours to cause as little inconvenience to the Lessee as practicable but is not otherwise liable to the Lessee for any Claim when exercising its rights under this clause.

10. Transfer, subletting and other Dealings

10.1 Dealings

In this document, in addition to other defined terms:

Control Date means the last of the Date of Commencement, the date (if any) on which the Lessor may have last consented to a transfer of this document, and the date (if any) on which the Lessor may have last consented to a change in the Prescribed Rights under clause 10.3.

Control Dealing means a change in 50% or more of the beneficial holding or control of all the Prescribed Rights in the Lessee or in any holding company of the Lessee after a Control Date.

Incoming Guarantor means:

- (a) where the Incoming Tenant or Lessee's Transferee (as the case may be) is a corporation (other than a Listed Corporation), each director and shareholder of the corporation;

Title Reference 50067680

- (b) where the Incoming Tenant or Lessee's Transferee (as the case may be) is a Related Body Corporate of a Listed Corporation, the Listed Corporation; and
- (c) where the Incoming Tenant or Lessee's Transferee (as the case may be) is a trust, each trustee and unit holder of the trust and each director and shareholder of each corporate trustee and unit holder of the trust.

Incoming Tenant means each person and corporation (other than the Lessee) taking an interest under a Lease Dealing, including:

- (a) for a corporation (other than a Listed Corporation) each director and shareholder of the corporation; and
- (b) for a trust, each trustee and unit holder of the trust and each director and shareholder of each corporate trustee and unit holder of the trust.

Lease Dealing means any transfer (including assignment), Subdealing, parting with or sharing possession, declaration of trust or other dealing by the Lessee concerning the Premises, this document or the Lessee's interest in this document in favour of any Incoming Tenant.

Lessee's Transferee means each person who may hold a Prescribed Right immediately after a change in a Prescribed Right.

Listed Corporation means a corporation in which its voting shares are listed on any Australian Stock Exchange.

New Title Dealing has the meaning given in clause 10.6.

PPS Act means the *Personal Property Securities Act 2009* (Cth).

PPS Register means the register established under the PPS Act.

Prescribed Rights means a voting right, an income participation right, or a capital participation right or any combination of those rights.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Security means a charge, mortgage, lien, pledge or other Security Interest.

Security Dealing means the creation of any Security by the Lessee affecting the Lessor's Fixtures, the Lessee's Property or the Lessee's interest under this document.

Security Interest means any interest which constitutes a security interest as that term is defined in the PPS Act.

Subdealing means any subletting or licensing of the Premises by the Lessee.

10.2 **Lease Dealing by Lessee**

- (a) The Lessee must not complete a Lease Dealing without the prior written consent of the Lessor which must not be unreasonably withheld if:
 - (1) the Lessee gives to the Lessor not less than one month's prior written notice of proposed completion of the Lease Dealing together with a true copy of any documents and information evidencing the Lease Dealing or required by the Lessor;
 - (2) the Lessee proves to the reasonable satisfaction of the Lessor that the Incoming Tenant is a respectable, responsible, solvent, fit and suitable person experienced in and capable of adequately carrying on the Permitted Use under this document;
 - (3) the Lessee pays all money owing by it to the Lessor and remedies any outstanding breach of this document that has not been waived in writing by the Lessor;

Title Reference 50067680

- (4) in the case of a proposed transfer, the Incoming Tenant signs a deed with the Lessor, the Lessee and the Guarantor to be bound by all the Lessee's covenants under this document;
 - (5) in the case of a proposed Subdealing:
 - (A) the Subdealing contains the same covenants as this document except for any variations that are required by the changed circumstances and are approved by the Lessor;
 - (B) the Lessee, the Guarantor and the Incoming Tenant sign a deed with the Lessor that if the Lessee fails to pay any money under this document and the Lessor allows the Subdealing to continue, then the Incoming Tenant must pay all the money payable under the Subdealing to the Lessor; and
 - (C) if the annual rent (or licence fee) payable by the Incoming Tenant under the Subdealing is at a rate per square metre less than the annual rent under this document, the Lessee must provide a written acknowledgment in a form satisfactory to the Lessor that the rent rate (or licence fee) is below the market rent for the Premises;
 - (6) in any case, the Lessee procures:
 - (A) the Incoming Guarantor to sign a joint and several guarantee and indemnity in favour of the Lessor; and
 - (B) the Incoming Tenant to supply a Lessee's Bond for an amount that the Lessor may reasonably require,

to secure the performance of the Lessee and the Incoming Tenant under the Lease Documents and the Lease Dealing;
 - (7) the Lessee, the Guarantor and the Incoming Tenant otherwise comply with all other reasonable requirements of the Lessor in relation to the Lease Dealing and the Lessor's consent;
 - (8) the Lease Dealing does not cause and is not likely to cause the Lessor to be in breach of any lease or other right of occupation of any other premises in the Complex;
 - (9) any mortgagee of the reversion of this document consents to the Lease Dealing; and
 - (10) the Lessee pays all reasonable legal and administrative costs of the Lessor concerning the Lease Dealing and the Lessee's request for consent, including the cost of any enquiries made concerning the Incoming Tenant and any Incoming Guarantor and the approval and delivery of the Lessee's Bond from the Incoming Tenant (and the Lessee acknowledges that the costs are payable whether or not the Lease Dealing completes and whether or not the Lessor gives its consent).
- (b) The covenants by the Incoming Tenant are supplementary to this document, and the continuing liability of the transferring Lessee and the Guarantor must not be discharged by any Lease Dealing.
 - (c) Despite anything to the contrary in this clause, if the Lease Dealing comprises a transfer of this document to a Related Body Corporate of the Lessee, then the Incoming Tenant is not obliged to comply with paragraph 10.2(a)(6)(A), but only if the liability of the Lessee and any Guarantor is not discharged.

10.3 Control Dealing by Lessee

- (a) If the Lessee is a corporation, and while the Lessee is not a Listed Corporation, the Lessee must not allow a Control Dealing in the Lessee or in any holding company of the Lessee to occur after the Control Date without the prior written consent of the Lessor.

Title Reference 50067680

- (b) The Lessor must not unreasonably withhold its consent under this clause if:
- (1) the Lessee pays all money owing by it to the Lessor and remedies any outstanding breach of this document that has not been waived in writing by the Lessor;
 - (2) the Lessee, the Guarantor and the Lessee's Transferee sign a deed evidencing the Lessor's consent; and
 - (3) the Lessee procures:
 - (A) the Incoming Guarantor to sign a joint and several guarantee and indemnity in favour of the Lessor; and
 - (B) the Lessee's Transferee to supply a Lessee's Bond for an amount that the Lessor may reasonably require,to secure the performance of the Lessee and the Lessee's Transferee under the Lease Documents.
- (c) If the Lessee is a Listed Corporation, before ceasing to be a Listed Corporation the Lessee must:
- (1) give the Lessor not less than one month's prior written notice of it; and
 - (2) comply with the conditions for the Lessor's consent as if there was a Control Dealing under subclause 10.3(a).

10.4 Security Dealing by Lessee

- (a) The Lessee must not create or allow to come into existence a Security Dealing unless the Lessor has given its prior written consent to it.
- (b) If the RSL Act applies to this document, section 45 of that Act does not apply to this document.

10.5 Multiple Lessees

If at any time the Lessee comprises more than one person, this clause applies to any proposed Dealing by any one of the persons comprising the Lessee.

10.6 New Title Dealing by Lessor

- (a) The Lessor may enter into a dealing (**New Title Dealing**) to:
 - (1) subdivide, amalgamate or otherwise convert the title of the Complex under any legislation, including the BCCM Act, by way of registering any plan or a community title scheme, a building management statement under the *Land Title Act 1994* (Qld) or a freehold title or any of them; or
 - (2) grant a superior or concurrent lease concerning the Premises to any person.
- (b) To facilitate a New Title Dealing, the Lessee and the Guarantor must, within 14 days after written request by the Lessor, sign and deliver to the Lessor:
 - (1) a surrender of this document and a discharge of any Security Dealing concerning this document; and
 - (2) a new lease of the Premises (**New Title Lease**) and guarantee and all other documents that the Lessor may reasonably require (**New Title Documents**) to facilitate the registration of them.

Title Reference 50067680

- (c) The Lessor must sign the New Title Lease and the New Title Documents (where applicable) promptly after receiving them.
- (d) The New Title Lease must:
 - (1) commence on the date of registration of the New Title Dealing and be for a term equal to the balance of the Lease Term;
 - (2) (in the case of a community title scheme) include the levies of the body corporate for the Premises in the recoverable outgoings (but only to the extent that the body corporate levy incorporates amounts that may already be characterised in this document as a recoverable outgoing); and
 - (3) otherwise contain the same covenants and guarantee as apply to this document with any modifications that the Lessor may reasonably require because of the changed circumstances.
- (e) The Lessor must pay the Lessee's reasonable legal costs, lease duty (if any and limited to the balance of the Lease Term) and registration fees for the New Title Documents in full satisfaction of any Claim by the Lessee for any loss, damage or compensation concerning the exercise of the Lessor's rights under this clause.

10.7 PPS Act

- (a) To the extent that a Security Interest may arise under this document or any transaction contemplated by it, the Lessee:
 - (1) acknowledges that the Security Interest attaches to any proceeds or any accession;
 - (2) consents to the Lessor registering the Security Interest on the PPS Register in any way the Lessor considers appropriate, and the Lessee must provide any assistance reasonably required by the Lessor to facilitate that registration, including paying all costs in connection with effecting, maintaining, amending or discharging the registration;
 - (3) waives the right to receive any verification statement (or notice of any verification statement) in respect of a registration made on the PPS Register; and
 - (4) must not, without first giving the Lessor ten Business Days' notice, change its name, ABN or any other personal identifiers that may be required to be recorded on the PPS Register in connection with the Security Interest.
- (b) The Lessor and the Lessee agree that:
 - (1) to the extent section 115(1) of the PPS Act allows them to be excluded, sections 95 (to the extent that it requires the Lessor to give notice to the Lessee), 96, 121(4), 125, 130 (to the extent that it requires the Lessor to give notice to the Lessee), 132(3)(d), 132(4), 142 and 143 of the PPS Act; and
 - (2) to the extent section 115(7) of the PPS Act allows them to be excluded, sections 127, 129(2), 129(3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137 of the PPS Act,do not apply to the enforcement by the Lessor of any Security Interest arising under this document or the transactions contemplated by it.
- (c) For the purposes of this clause, the terms accession, attaches, proceeds and verification statement have the respective meanings given to them in the PPS Act.

Title Reference 50067680

11. Lessor's covenants

11.1 Quiet enjoyment

While the Lessee is not in default under this document, the Lessee may use and occupy the Premises during the Lease Term without interruption by the Lessor, except if otherwise allowed under this document.

11.2 Lessor to pay rates

The Lessor must pay all rates, taxes and (if applicable) Crown rent payable for the Complex, except any amount that the Lessee or another occupier of the Complex or another person may be required to pay.

11.3 Access to Premises

The Lessor must allow the Lessee access to and from the Premises and designated toilet facilities during the Business Hours except if otherwise referred to in this document. If the Lessee requires access outside the Business Hours, the Lessee must comply with all reasonable requirements of the Lessor.

11.4 Maintenance of Services and structure

(a) The Lessor must use its best endeavours to:

(1) keep any water, electricity and (if applicable) any common multi-tenancy ducted air conditioning (**Ducted Air**) services (**Services**) supplied to the Premises during the Business Hours, subject to break downs and temporary shut downs due to equipment or supply failure or periodic maintenance or any combination of those circumstances; and

(2) keep the structure of the Premises in good repair and condition,

having regard to the repair, condition and age of the Premises and the Services as at the Date of Commencement and fair wear and tear since that date.

(b) If the Lessor provides Ducted Air to the Premises, the Lessor must use its best endeavours to make it available to the Lessee outside the Business Hours on the prior written request and at the cost of the Lessee.

(c) If the Lessee becomes aware that a Service has ceased to operate due to any fault or damage to it, the Lessee must give written notice of that to the Lessor. The Lessor must then use its best endeavours to rectify or repair the fault or damage within a reasonable time.

(d) The Lessor's covenants under this clause are subject to the Lessee complying with its covenants under this document, and any circumstances beyond the control of the Lessor.

(e) If the Lessor defaults under this clause, the Lessee is not entitled to terminate this document and the Lessee's rights are in damages only.

(f) The Lessor is not obliged to:

(1) carry out any work required because of any act, omission, neglect, default or misuse by the Lessee, or work that the Lessee, the Body Corporate or a third party has carried out or should carry out;

(2) supply any additional, alternative or better Services than those existing at the Date of Commencement; or

(3) supply any Service to or carry out any repair, maintenance or other work in the Premises that is not specified in this document or required by legislation.

Title Reference 50067680

- (g) If the performance of a covenant by the Lessor in this clause depends on performance of it by the Body Corporate, then the Lessor's performance is subject to the extent that the Body Corporate may perform it.

12. Default by Lessee

12.1 Events of default

The Lessee is in default under this document if:

- (a) any rent or other money payable by the Lessee is unpaid after becoming payable whether formally demanded or not;
- (b) a Dissolution occurs to the Lessee or the Guarantor or both;
- (c) the Lessee fails to promptly comply with any of its covenants under the Lease Documents;
- (d) the Guarantor defaults under the Lease Documents or under any guarantee concerning the Lease Documents; or
- (e) any combination of those things occurs.

12.2 Consequences of default by Lessee

- (a) If the Lessee defaults under or repudiates this document and the Lessee fails to remedy it to the Lessor's reasonable satisfaction within a reasonable time after the Lessor has given the Lessee written notice to remedy it, then the Lessor may, without limiting any other rights, either:
 - (1) terminate this document (including any Further Term that may have been granted) and:
 - (A) re-enter into and take exclusive possession of the Premises (by force if necessary), eject the Lessee and remove or otherwise deal with the Lessee's Property; or
 - (B) convert this document into a tenancy from month to month; or
 - (2) remedy the default or repudiation in the way reasonably required by the Lessor (but without being obliged to do so).
- (b) The Lessee must in addition to any other obligations, pay the Lessor any amount reasonably necessary to fully compensate the Lessor against any Claim concerning any default or repudiation by the Lessee.
- (c) The Lessor is not obliged to terminate this document if the Lessee makes any default or repudiation. However, if the Lessor terminates this document because of that, then the Lessor must use reasonable endeavours to mitigate its loss.

12.3 Essential terms and damages

- (a) The covenants of the Lessee in the following clauses are each an essential term of this document:
 - (1) clause 3 (To pay all rent), clause 4 (Operating Expenses), clause 5 (Use covenants), clause 6 (Repair, maintenance and other work), clause 7 (Lessee's insurance, risk and indemnity) and clause 10 (Transfer, subletting and other dealings); and
 - (2) any covenant to pay any money to the Lessor, any covenant expressed to be essential and any covenant otherwise held by a Court to be essential.
- (b) If the Lessor terminates this document under the preceding clause, the Lessor may also recover from the Lessee:

Title Reference 50067680

- (1) any rent or other money owing at the date of termination;
 - (2) the amount by which the rent and other money that would have been payable by the Lessee for the unexpired residue of the Lease Term exceeds what is or is likely to be paid by another occupier from a re-letting of the Premises for the unexpired residue of the Lease Term; and
 - (3) any other reasonable amount necessary to compensate the Lessor for early termination and loss of its bargain, including any costs of terminating this document, recovering possession of the Premises, maintaining, renovating, restoring, altering, cleaning, securing and advertising the Premises, legal and accounting costs, real estate commissions and any other costs of and incidental to any re-letting or abortive re-letting of the Premises.
- (c) To the extent that the amount of rent and other money payable for the unexpired residue of the Lease Term cannot be calculated exactly, it must be assumed that they will increase annually by 5% on each anniversary of the Date of Commencement.
- (d) To the extent that the compensation represents an acceleration of rent and other money that would otherwise be received over a period of time, the amount may, at the election of the Lessor, be rebated at a rate 2% less than the Stipulated Rate (as at the date on which the amount is first claimed).

12.4 Abandonment of the Premises by Lessee

If the Lessee abandons or otherwise vacates the Premises, either with or without the Lessor's consent, then the Lessor may accept the keys for and enter the Premises (without notice) for any purpose. That conduct does not constitute acceptance of any default or repudiation by the Lessee nor a surrender by operation of law.

12.5 Interest

- (a) The Lessee must pay to the Lessor interest at the Stipulated Rate on:
- (1) any money that is not paid by the Lessee on or before the due date; and
 - (2) any judgement the Lessor may obtain against the Lessee concerning that money.
- (b) The interest must accrue daily and be capitalised on the last day of each month.
- (c) For the purposes of this clause, the Stipulated Rate must never be less than the Default Interest Rate specified in the Reference Schedule, unless the Lessor elects to accept a lower rate.

12.6 Condition precedent

Despite anything to the contrary, the Lessee must not regard the Lessor as being in default or as having repudiated this document, unless the Lessee gives the Lessor written notice of the default or repudiation and the Lessor fails to remedy it to the reasonable satisfaction of the Lessee within a reasonable time.

13. Miscellaneous

13.1 Notices

- (a) Any notice, demand, legal proceeding or other communication (**Notice**) from a party to another is served if the Notice is delivered or sent to:
- (1) the address of the party specified in this document;
 - (2) the address of the lawyers last acting for the party;

Title Reference 50067680

- (3) another address in Australia that a party may have last notified to another party for that purpose;
or
- (4) the party in any other way that is lawful.
- (b) A Notice sent by post is served on the Business Day following the date of posting. A Notice sent by electronic mail or facsimile transmission is served on receipt by the sender of a report from the sender's transmitting machine that the Notice has transmitted. If a Notice is served on a day that is not a Business Day, or after 5.00pm on any Business Day, the Notice is served at 9.00am on the following Business Day.
- (c) A Notice must be in legible English and signed by the party giving the Notice, or on its behalf by its lawyer, attorney, manager or other agent which includes (for a corporation, association or other body) any director, manager, secretary or other authorised officer of it.
- (d) A Notice served on the Lessee is deemed to also be served on each Guarantor.

13.2 Costs

- (a) Except to the extent that this clause, this document or legislation may otherwise specify, the Lessee must pay all reasonable costs (including legal costs on a full indemnity basis) and expenses of the Lessor concerning this document, including:
 - (1) its negotiation, preparation, signing and (if applicable) stamping and registration;
 - (2) if applicable, all duty, registration fees and other taxes payable on it and any other instrument relating to it;
 - (3) any amendment, Security, surrender, Lessee's Bond or other Dealing concerning it;
 - (4) any default under or repudiation of it by the Lessee;
 - (5) the Lessor or the Lessee exercising any right or remedy under it;
 - (6) the consent or approval of the Lessor and any other person to it or any Dealing concerning it whether granted or not; and
 - (7) the preparation of any plan attached to it.
- (b) Subclause 13.2(a) applies:
 - (1) whether or not any transaction under or in connection with this document is completed; and
 - (2) without preventing a party from recovering any cost or expense from another party under another agreement that may apply between those parties.

13.3 GST

- (a) If GST is imposed on any Supply made under or in connection with this document, then the recipient of that Supply must pay the GST:
 - (1) to the supplier in addition to the consideration for the Supply; and
 - (2) at the same time as the recipient must pay for the relevant Supply.
- (b) The supplier must give the recipient a tax invoice complying with the GST Law by the due date for payment of the Supply referred to in this clause.
- (c) All amounts payable under this document are exclusive of GST, unless otherwise specified.

Title Reference 50067680

13.4 Trustee provisions

- (a) If the Lessee is a trustee of any trust under this document (**Lessee's Trust**), whether disclosed or not, the Lessee:
- (1) warrants that it has full power under the Lessee's Trust to enter into and comply with this document;
 - (2) is liable both personally and as trustee of the Lessee's Trust; and
 - (3) must produce the documents evidencing the Lessee's Trust within 14 days after written request by the Lessor.
- (b) If the Lessor is a trustee of any trust under this document (**Lessor's Trust**), whether disclosed or not, the Lessor:
- (1) is limited in liability to the assets of the Lessor's Trust;
 - (2) is only liable in its capacity as trustee of the Lessor's Trust; and
 - (3) is not personally liable under this document, except to the extent of any fraud, gross negligence, or breach of trust which disentitles the Lessor from an indemnity out of the assets of the Lessor's Trust.

13.5 Governing law

This document is governed by the laws of the Home State.

13.6 Severance

If any provision of this document is invalid, illegal or unenforceable, the provision must, as far as possible, be read down to give it a valid operation of a partial character. If that is not possible, the provision must be severed and the remaining provisions must, as far as possible, not be affected or impaired by that.

13.7 Rights and remedies

Unless otherwise specified, each right and remedy of any party:

- (a) is cumulative and not alternative;
- (b) may be exercised at any time and on more than one occasion; and
- (c) if exercised:
- (1) does not limit any other right or remedy; and
 - (2) is not a waiver or satisfaction of any right or remedy.

13.8 Waiver

- (a) Any failure or delay by the Lessor to exercise any right or remedy is not a waiver of it.
- (b) A waiver by the Lessor of a particular breach is not a waiver of another breach.

13.9 Consents and approvals

- (a) If anything under or in connection with this document requires the consent or approval of a party then, unless otherwise specified, it:

Title Reference 50067680

- (1) must not be unreasonably withheld or delayed; and
- (2) may be granted subject to reasonable conditions.
- (b) If anything requires the consent or approval of the Lessor then, unless otherwise specified, it also:
 - (1) must be written and signed by the Lessor before the act or thing is done; and
 - (2) requires the consent or approval of the Body Corporate and any mortgagee or superior landlord or both of the Lessor, except if the Lessor gives a written waiver.
- (c) Within 14 days after written request by the Lessor, the Lessee and any other party must sign and deliver to the Lessor any consent that the Lessor may reasonably require or in the standard form necessary to obtain any consent to this document.

13.10 Compliance with covenants

- (a) The provisions of this document bind the parties on and from the Date of Commencement even if this document is signed on a later date.
- (b) Each covenant by a party not to do anything includes an obligation not to allow it to be done and to use its best endeavours to prevent it being done.
- (c) All covenants to be performed after this document ends or terminates continue until performed.
- (d) If anything must be done or a time limit expires on a day that is not a Business Day, then the relevant day is extended to the next Business Day. However, this does not apply when ascertaining the Date of Commencement nor to any obligation of the Lessee to open the Premises for business.
- (e) Time is essential for all rights and obligations of the Lessee.

13.11 Payment of money

- (a) All payments of money to the Lessor must be made unconditionally:
 - (1) in Australian dollars in the way reasonably required by the Lessor (which may include electronic funds transfer) without any deduction or set off; and
 - (2) without any notice or demand and at the time specified or, if not specified, within 14 days after written demand.
- (b) A requirement for any party to pay any costs or other expenses of the Lessor includes all reasonable legal costs on a full indemnity basis and other reasonable expenses.
- (c) The Lessor may ignore any condition made by the Lessee when it pays any money.

13.12 Signing, attorneys, counterparts and faxing

- (a) Each signatory is bound even if signing by another person does not happen or is void.
- (b) Each person signing as an attorney, officer or agent for any party warrants to all other parties that the person signing is fully authorised to bind the principal and that the authority has not been revoked.
- (c) This document may be signed in original, counterpart or facsimile form. If signed in counterparts, all signed counterparts form one document. However, if signed in counterpart or facsimile form, all parties must each sign one original part of this document for each party within one month after written request by any party.

Title Reference 50067680

13.13 Further assurances

Each party must at the request of the Lessor:

- (a) sign documents and do anything else reasonably necessary or appropriate to:
 - (1) bind the relevant party under this document;
 - (2) enable any transaction or covenant under or in connection with this document to be effected and to register any document in the appropriate registry; or
 - (3) give full effect to this document and to more perfectly assure the completion and benefit of the transaction or covenant in favour of the Lessor; and
- (b) use its best endeavours to cause any person that is not a party to this document to do the same if necessary to bind each party to this document, the transaction or covenant.

13.14 Documentation

- (a) Any deed, guarantee or other document required to be signed under this document must be prepared by or on behalf of the Lessor at the Lessee's cost in the form reasonably required by the Lessor, unless otherwise specified.
- (b) Each party irrevocably authorises and directs the Lessor and its lawyers to complete this document by inserting any words, dates, names, figures, plans or forms of consent and making any corrections that the Lessor may reasonably require to the extent necessary to maintain consistency with this document.

13.15 Entire agreement

The Lease Documents contain the entire and finally concluded agreement between the parties concerning their subject matter, and replace any representations, negotiations or discussions that may have taken place before signing those documents.

13.16 Power of attorney

- (a) The Lessee irrevocably appoints the Lessor as the lawful attorney of the Lessee:
 - (1) after the Date of Expiry or earlier termination of this document, to generally do anything and sign and (if applicable), stamp and register any instrument relating to this document to the extent that the Lessee could do; and
 - (2) after the Lessor has otherwise lawfully re-taken possession of the Premises to:
 - (A) remove, store, sell, leave in place or otherwise deal with the Lessee's Property in any way required by the attorney; and
 - (B) apply any proceeds towards any money payable by the Lessee under this document.
- (b) The Lessor is not obliged to exercise this power of attorney.

13.17 Managing Agent

The Lessor may appoint an agent (**Managing Agent**) to manage the Premises. The Managing Agent represents the Lessor except to the extent that the Lessor may otherwise notify the Lessee.

Title Reference 50067680

13.18 Transfer by the Lessor

If the Lessor transfers its interest in this document to any transferee (**Incoming Lessor**), the transferring Lessor:

- (a) must, if this document is not registered, obtain a covenant for the benefit of the Lessee from the Incoming Lessor that the Incoming Lessor must, from the date of completion of the transfer, assume all the rights and obligations of the Lessor under this document; and
- (b) is discharged from all further liability under this document, except for any liability up to the date of transfer.

13.19 Superior and concurrent interests

- (a) The Lessee must allow any person having any estate or interest in the Premises superior to or concurrent with the Lessor to exercise the powers of the Lessor in this document.
- (b) If any person (other than the Lessor) becomes entitled to receive any rent or other money payable under this document, then that person must, on written notice to the Lessee and the Guarantor, have the benefit concurrently with the Lessor of all covenants of the Lessee and the Guarantor under this document.
- (c) The Lessee and the Guarantor must at the cost of the Lessor promptly enter into any deed that the Lessor may reasonably require to confirm this.

13.20 Community title and building management obligations

The Lessee must comply with any community management statement under the BCCM Act or building management statement under the *Land Title Act 1994* (Qld) or both that may apply to the Premises.

13.21 Lessee's Bond

- (a) The Lessee must on or before the Date of Commencement pay the Lessee's Bond to the Lessor as security for compliance by the Lessee with its covenants under this document.
- (b) Within 14 days after final determination of any rent review under this document, the Lessee must increase the Lessee's Bond in the same proportion as any increase in rental because of the review.
- (c) If required by the Lessor, the Lessee must at its cost, instead of paying cash for the Lessee's Bond, give the Lessor a bank guarantee for the Lessee's Bond.
- (d) If the Lessee's Bond comprises a bank guarantee, then it must be irrevocable, unconditional, not contain an expiry date, and be in a form and given by a bank approved by the Lessor.
- (e) If the Lessee defaults under this document, the Lessor may, not less than 14 days after written notice to the Lessee and without limiting any rights of the Lessor, resort to and otherwise apply the Lessee's Bond towards satisfaction of the default, or otherwise to compensate the Lessor for any Claim because of that default. However, the Lessor is not obliged to resort to the Lessee's Bond.
- (f) The Lessee must within 14 days after written demand by the Lessor, pay to the Lessor (as a liquidated debt) the amount resorted to by the Lessor. That amount must be held as the Lessee's Bond in accordance with this clause.
- (g) The Lessor must return the Lessee's Bond to the Lessee (to the extent not resorted to) not later than one month after the later of:
 - (1) the Date of Expiry of the Lease Term or any Further Term or holding over, as the case may be; and
 - (2) the date on which the Lessee permanently vacates the Premises and all obligations of the Lessee have been performed,

Title Reference 50067680

if the Lessee is not then in default under this document.

- (h) If the Lessor transfers this document to any person as transferee then:
- (1) the Lessor may transfer the Lessee's Bond to the transferee; and
 - (2) if the Lessee's Bond comprises a bank guarantee that is not transferable, the Lessor may on not less than 14 days' written notice to the Lessee, require the Lessee to provide a replacement bank guarantee to the transferee, and failing that the Lessor may convert the Lessee's Bond into cash and pay it to the transferee.

13.22 Rent Prepayment and Reduction

- (a) Subject to clause 13.22(b), despite the amount of rent payable by the Lessee to the Lessor under this document, the Lessor waives part payment of it by a reduction of 3% per cent to \$61,844.66 per annum (\$5,153.72 per month) excluding GST for 12 months from the Date of Commencement (**Moratorium Period**).
- (b) Despite anything to the contrary, the Lessee must pay to the Lessor the full annual rent payable during the Moratorium Period on or prior to the date which is 14 days before the Date of Commencement.
- (c) However, the Moratorium Period:
- (1) only applies to rent and does not apply to any outgoings, consumables, operating expenses, direct charges or other money payable by the Lessee under the Lease Documents; and
 - (2) must be ignored for any review of rent under this document.
- (d) If the Lessee defaults under any Lease Documents:
- (3) any remaining obligations of the Lessor (but not of the Lessee) under this clause are suspended from the date of default until the earlier of:
 - (A) the date on which the default may be remedied to the Lessor's reasonable satisfaction after the Lessor may give the Lessee written notice of it; and
 - (B) the date on which any Lease Documents are terminated because of the Lessee's default; and
 - (4) the Lessee must, in any case, pay to the Lessor any amount reasonably necessary to compensate the Lessor fully for any Claim concerning the Lessee's default.
- (e) This clause does not apply to and must be deleted from any renewal of this document or extension of the Lease Term.