

Dealing Number

Duty Imprint



Privacy Statement

The information from this form is collected under the authority of the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used for the purpose of maintaining the publicly searchable registers in the land registry and the water register.

<b>1. Lessor</b>	<b>Lodger</b> (Name, address & phone number)	<b>Lodger Code</b>
ANTHONY KEITH BRYCE and KAREN GRACE BRYCE	Bedford & Associates PO Box 539, Bundaberg Qld 4670 Tel: (07) 4153 5858	BG901

2. Lot on Plan Description	County	Parish	Title Reference
LOT 9 on RP 14526	COOK	CHILDERS	10946187
LOT 2 on RP 14530	COOK	CHILDERS	12931225

<b>3. Lessee</b> Given names	Surname/Company name and number	(include tenancy if more than one)
CLINTON JOHN	DOWLING	as joint tenants
FIONA ELIZABETH	DOWLING	

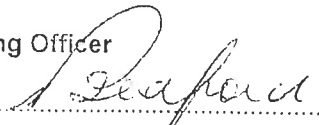
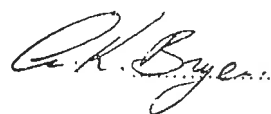
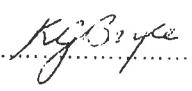
**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
THE WHOLE OF THE LAND AND IMPROVEMENTS DESCRIBED IN ITEM 2 ABOVE

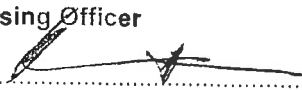
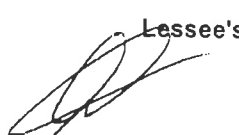
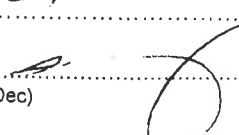
<b>6. Term of lease</b>	<b>7. Rental/Consideration</b>
Commencement date: 20/02/06 *Expiry date: 19/02/09 **Options on page 6..... *not required for leases in a retirement village **insert nil if no option	SEE ATTACHED SCHEDULE

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- #the attached schedule; #the attached schedule and document no. ....; #document no. ....; \*Option in registered Lease no. .... has not been exercised.  
# \* delete inapplicable words

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

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessor's Signature</b>
 signature	18/02/06	
BRIAN LESLIE BEDFORD SOLICITOR qualification		

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

<b>9. Acceptance</b>		
The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.		
<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessee's Signature</b>
 signature	18/02/06	
WILLIAM JOHN KIRBY SOLICITOR qualification		

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

SCHEDULE

TITLE REFERENCE 10946187 and 12931225  
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This is the Schedule referred to in the attached Lease dated the 18 day of February 2006.

1. **THE LESSEE COVENANTS AND AGREES WITH THE LESSOR** as follows:-

(a) To pay rent for the term hereof as follows:

- (i) To pay rent from 20 February, 2006 to 19 February, 2007 at the base rent of \$32,500 per annum payable monthly (\$2,708.33) in advance by equal monthly payments on the twentieth day of each month;
- (ii) To pay rent from 20 February, 2007 to the next 19 February in each year after the first year at the base rent payable for the previous year of the term and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2005 and C is \$32,500.00.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding

- (iii) Until the amount of calendar monthly rental payable can be determined in accordance with the provisions of sub-clause (ii), the lessee shall pay to the lessor on account thereof on the due date the same rental as was payable during the immediately preceding rental year and any arrears shall be payable within fourteen (14) days of ascertainment and request therefore made by the lessor.
- (b) From time to time and at all times hereinafter appointed during the term or any extension thereof to pay the rent always monthly in advance to the Lessor's account or as the lessor shall from time to time in writing direct.
- (c) Not at any time during the tenancy hereby created to assign transfer demise sublet or by any act or deed part with the occupation or possession of the demised premises or any part or parts thereof to any person or persons Company or Companies Association or Associations without the written consent of the Lessor for that purpose first had and obtained (such consent not to be unreasonably withheld) and not to cause permit or suffer to be done any act matter or thing either involuntary or otherwise hereby or any reason or by means whereof the demised premises or any part thereof can or may be assigned transferred demise sublet or let the possession thereof be parted with by the Lessee; the Lessor shall be entitled to require as a condition of their consent to a proposed assignment or transfer at the expense of the Lessee a covenant under the hand or seal of the proposed assignee or transferee binding him personally to perform and observe all the Lessee's covenants herein contained except in so far as they have been fully satisfied.
- (d) To keep and at the end or sooner determination of this Lease or any extension of same to deliver up the demised premises and the Lessor's fixtures thereon and the doors and windows thereof in good and tenantable repair and condition and all keys with all electric light bulbs and service fittings of every

description (whatever may have been the state or condition thereof at the commencement of the term) fair wear and tear and damage caused by accidental fire flood storm and tempest and ravages by white ants and from causes beyond the reasonable control of the Lessee being at all times excepted.

- (e) To keep in tact all windows and locks on the various doors and water taps and electric light and power fittings bulbs and lights and to replace with new glass fastenings locks or taps which during the term of this agreement may be broken destroyed lost or rendered unfit for use all of proper and sufficient quality and during the said term to cleanse and keep clean all the drainpipes sinks gutters and water chutes on or belonging to the demised premises and not to permit or allow to be permitted or cause or permit any nuisance on or entry to the demised premises or any annoyance to the owners or occupiers of adjoining premises.
- (f) Subject to Section 121 of the *Property Law Act 1974* not to make any alterations or additions to the demised premises without the consent in writing of the Lessor first obtained provided that such consent shall not be unreasonably withheld by the Lessor. The Lessee will not without consent mark paint drill drive nails or tacks into or alter deface or injure any of the walls partitions timber or floors of the demised premises. The Lessee may at the expiration of the term or any renewal thereof remove any alterations or additions not of a structural nature so made, restoring the premises to their former state and condition and shall remove all signs including painting out at the Lessee's own expense to the satisfaction of the Lessor and the Lessor are hereby irrevocably authorised to remove all signs including painting out and shall be entitled to recover from the Lessee the cost of removing or painting out such signs in a Court of competent jurisdiction upon failure of the Lessee so to do within seven (7) days of determination of the Lease.
- (g) To pay all rent and charges for or in connection with any telephone services installed or to be installed in the demised premises.
- (h) Not to use or permit to be used the demised premises or any part thereof for any purposes other than for tyre and battery sales and servicing.
- (i) Not to carry on or allow to be carried on upon the demised premises any noisome dangerous or offensive trade or business or process nor do or suffer to be done or to be brought upon the demised premises anything which may annoy persons in the demised premises or the neighbourhood of the demised premises or which may render the Lessor liable to pay in respect of the building or any part thereof more than the ordinary rate of premium for insurance or which may make void or voidable any policy of insurance and without prejudice to the rights of the Lessor (and so as not to operate as a waiver or estoppel) to pay to the Lessor any increases in premium occasioned by breach of this clause. provided that the permitted use as defined herein shall not in itself be regarded as a breach of this clause.
- (j) To duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations and by-laws thereunder and all requirements and orders of any authority with reference to the sanitation of the demised premises and with ordinances regulations and by-laws require an occupier to comply with except where such requirements shall necessitate the erection of any structure upon the demised premises or in any building upon the demised land.
- (k) To pay for the cost of registration of this lease should either party require this Lease to be registered and all survey and Title Office costs.
- (l) To permit the Lessor and their agents servants nominees contractors and workmen to enter upon the demised premises at all reasonable times for the purpose of viewing the state of repair and condition thereof and of effecting thereto any repairs or works which the Lessor may require and the Lessee will forthwith make good any defects or want of repair found upon the demised premises (for which the Lessee shall be liable under the terms, covenants and conditions herein contained) of which notice in writing shall be given by or on behalf of the Lessor to the Lessee **AND** upon default of the Lessee continuing seven (7) days after service of such notice to repair renew and rectify as therein set forth in a

diligent and workmanlike manner the Lessor shall have the right to carry out such works as may be necessary to comply with the Lessee's obligations hereunder and all expenses so incurred by the Lessor shall forthwith without prior demand be recoverable as at present debt due by the Lessee to the Lessor.

- (m) To give immediate notice in writing to the Lessor of any accident to or defect in the demised premises or any fittings or service thereon or of any appearance of destructive vermin in the demised premises.
- (n) Not to affix or exhibit or permit to be fixed or exhibited to or upon any part of the demised premises any signs posters or other advertisements except such as are permitted by the terms of this lease or authorised in writing by the Lessor, and are in conformity with the Local Government Acts and the By-Laws and Ordinances of the relevant Local Authority **PROVIDED ALWAYS** that consent shall not be unreasonably withheld if necessary to advertise the lessee's place of business and services.
- (o) Subject to the same exceptions as are contained in clauses 1 (e) to 1 (f) hereof not to cause or permit any damage to be occasioned to the demised premises and to pay for any damage done thereto (including accidental damage) caused by any act or omission on the part of the Lessee his agents employees servants invitees or licensees.
- (p) The Lessee hereby irrevocably makes nominates constitutes and appoints the Lessor his executors administrators and assigns and each of them jointly and severally be the true lawful attorney and attorneys of the Lessee on his behalf to execute a surrender or any assignment of this Lease without any compensation of the Lessee **PROVIDED ALWAYS** that such powers of surrender and assignment shall be exercised by the Lessor during such periods only as the Lessor shall be entitled to re-enter and determine this Lease sufficient proof whereof shall be the statutory declaration of the Lessor or of the person or persons claiming such right to re-enter and determine this Lease.
- (q) At all times during the said term to keep the whole of the demised premises in a good and clean condition and not to allow any accumulation of rubbish or any material thereon or adjacent thereto contrary to the provisions of the by-laws of the Local Authority or any environmental legislation or contrary to the provisions or conditions or any insurance policy effected or to be effected by the Lessor on the demised premises particularly as to the volume of rubbish, used tyres and other possible pollutants or contaminants in or about the demised premises.
- (r) To indemnify and at all times keep indemnified the Lessor from and against all actions causes of action suits proceedings sum and sums of money claims damages demands costs charges and expenses which the lessor directly or indirectly may sustain or be put to or be required to pay by reason of or on account of firstly, any neglect on the part of the Lessee to observe perform or fulfil any of the covenants agreements or stimulations on the part of the Lessee herein contained or implied to be kept performed or observed, secondly, the overflow or escape of water gas electricity or other fluid substance force or power in any manner into or within or from the demised premises howsoever caused, and thirdly, in respect of any injury or damage to the person or property of the Lessee his employee agents servants customers workmen invitees or licensees which may arise directly or indirectly out of the Lessee's business or out of the use or occupation of the demised premises by the Lessee or at the demised premises.
- (s) To fit up the interior of the demised premises to its own requirements at its own expense as permitted by the Lessor in writing.
- (t) To keep the paint on the internal walls and ceiling of the demised premises in good order and condition and will if reasonably required so to do by the Lessor repaint such internal walls and ceiling in good quality paint in colours and of a quality reasonably approved by the Lessor prior to the expiration or sooner determination of the term hereby granted.
- (u) To use the lavatories in a proper and hygienic manner and to maintain same in a clean condition during the term of this Lease.

- (v) To insure at all times during the term of this Lease or any extension of same all plate glass and public risk liability insurance in the sum of TEN MILLION DOLLARS (\$10M). The lessee shall provide to the lessor within seven days of demand proof to the satisfaction of the lessor that these risks are current or have been renewed.
- (w) To be solely responsible for the cost of maintaining the floor coverings and air-conditioning system in a good and serviceable condition fair wear and tear excepted.
- (x) To maintain the lawns, gardens and plants of the demised premises in good condition free of weeds and watered regularly and fertilised as required.
- (y) To pay the lessor within fourteen (14) days of demand the cost of excess water supplied to the demised premises should the authority having control for water delivery levy such a charge at any time during the term of the lease.

2 **THE LESSORS COVENANT AND AGREE WITH THE LESSEE JOINTLY AND SEVERALLY** as follows:-

- (a) The Lessee paying the said rent and performing and observing the several covenants on its part herein contained or hereby applied may peaceably hold and enjoy the demised premises during the said term without any interference or disturbance by the Lessor and/or any person lawfully claiming through under or in trust for him.
- (b) To pay all rates, water charges and other statutory charges payable in respect of the premises and insurance of the building of the demised premises against loss or damage by fire storm and tempest to the full insurable value thereof.

3. IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- (a) PROVIDED ALWAYS and these presents are upon this condition that if the said rent hereby reserved or other rent hereby reserved or any of them or any part thereof shall at any time be in arrears and unpaid for FOURTEEN (14) DAYS after the same shall have become due or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants (including any covenants under clause 1(a) hereof) conditions or agreements herein contained whether positive or negative and on his part to be performed and observed then provided that the Lessee has failed to remedy any such breach within seven (7) days of written notice thereof from the Lessor and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by them in that behalf in the name of the Lessor to enter into or upon the demised premises or any part thereof and to expel and remove the Lessee and all other tenants and occupiers and thenceforth again to hold and enjoy the demised premises as if these presents had not been executed but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereir before contained.
- (b) At the expiration of the said term hereby created or of any renewal thereof and in the absence of any contract agreement or renewal in writing the Lessee if permitted by the Lessor to continue in possession of the demised premises shall hold the demised premises from the Lessor as tenant from month to month at the same monthly rental as for the last month of the term and upon the same terms and conditions of these presents so far as they are applicable to a monthly tenancy and such tenancy may be determined by one month's notice in writing given by either party to the other.
- (c) The Lessor shall not in any circumstances be liable for any damage to the demised premises or any goods chattels or other property whatsoever therein or thereon caused by or arising from the flow of water that may flow come or leak into the demised premises or any part thereof howsoever the same may occur.
- (d) The Lessee shall duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances requisitions and by-laws thereunder and all requirements and orders of any authority statutory or otherwise in all cases in which the non-compliance therewith or non-observance thereof would or might impose some charge or liability or disability upon the demised premises or any part thereof or on the owner thereof

PROVIDED HOWEVER that the Lessee shall not be liable for any expense occasioned by structural defects (if any) in the demised premises. Without limiting the generality of the foregoing provisions of this clause IT IS EXPRESSLY AGREED AND DECLARED that the Lessee will at his own expense comply with the *Workplace Health and Safety Act 1989* of the State of Queensland and the regulations made thereunder and all other acts and regulations that apply to the Lessee's business and in the event of it being necessary to make improvements alterations or additions of a structural nature to the demised premises in consequence of the number of employees engaged by the Lessee or for any other reason whatsoever in consequence of the requirements of the laws of the State of Queensland and regulations made thereunder and all other acts and regulations that apply to the Lessee's business and/or in consequence of the tenor of the Lessee's business such improvements alterations or additions shall be constructed at the expense of the Lessee and at the expiration or sooner determination of the tenancy the Lessee may remove any such improvements, alterations or additions not of a structural nature so made provided that he restores the premises to their former state and condition. If at any time during the term of this Lease the Lessor is required by law to make any alterations improvements or additions of a structural nature (save and except those improvements alterations and additions the expense of which is required to be borne by the Lessee as hereinbefore set out) to the demised premises or makes any alterations improvements or additions of a structural nature to the demised premises with the Lessee's consent or at the request of the Lessee the Lessee will pay to the Lessor such further rent as shall be equal to fifteen (15) per centum per annum of all moneys and expenses which may be expended and incurred by him in or otherwise incidental to the carrying out of such work such last mentioned rent to commence to be payable by equal monthly instalments from the monthly date for payment of rent which shall happen to be due after the day on which such improvements alterations or additions shall be completed but nothing hereinbefore contained shall be construed as relieving the Lessee from his covenants to repair.

- (e) It is hereby mutually agreed and declared that in case the demised premises or any part thereof have at any time during the said tenancy be destroyed or damaged by fire storm tempest Act of God or any other event beyond the Lessee's reasonable control then and in such case the rent hereby made payable or a fair and just proportion thereof according to the damage sustained shall be suspended and cease to be payable so long as the demised premises shall be unfit for occupation and use and this provision is to be deemed a modification of and not an abrogation of Section 105(a) of the *Property Law Act 1974* and in the case of any dispute arising as to the proportion of period of such suspension of abatement the same shall be referred to two (2) arbitrators one (1) to be appointed by each party to the dispute and such reference shall be deemed a submission to arbitration within the meaning of the *Commercial Arbitration Act 1990* and be subject to the provisions relating to arbitration contained in the said Act.
- (f) In case the said buildings are totally destroyed or so substantially damaged by any of the causes aforesaid as to make it impracticable for the Lessee to use and occupy the same for the purposes of which they were used by the Lessee immediately prior to their being so destroyed or damaged then and in such case the Lessor or the Lessee may by notice in writing to the other determine this Lease but without prejudice to any claim by either party against the other in respect expressly or implied.
- (g) The Lessee may at the expiration of the Lease or within seven (7) days thereafter remove from the demised premises all its counters furniture fittings light fittings or other articles in the nature of trade or tenant fittings brought upon the demised premises by the Lessee but the Lessee shall in such removal cause as little damage as reasonably possible to the demised premises and shall forthwith make good any damage which it may occasion.
- (h) That the obligations and powers implied in every Lease of land by virtue of Sections 105 and 107 of the *Property Law Act 1974* and *Land Title Act 1994* shall be and are hereby expressly negatived and if the covenants conditions stipulations herein contained or implied or any of them conflict with any of the provisions of the *Property Law Act 1974* and *Land Title Act 1994* or any Act passed or to be passed or any amendment or substitution thereof or any part thereof then the covenants and conditions and stipulations of this Lease shall prevail in so far as the law allows.
- (i) That the failure for any period whatsoever of the Lessor to exercise any right or remedy which he may now or hereafter have at law or under these presents in the event of any breach of any covenants on the part of the Lessee herein contained or implied shall not be deemed by law to be an abandonment or waiver of any rights or

remedies for damage forfeiture injunction or otherwise which the Lessor may have or could put in force against the Lessee in respect of any similar breach or any other breach at any time thereafter committed or suffered of any of the covenants or agreements on the part of the Lessee contained or implied in this Lease.

- (j) If the Lessee shall make default in the observance or performance of any of his obligations hereunder the Lessor shall if he thinks fit be at liberty without prejudice to any other of their powers rights and remedies hereunder make good any such default and expend moneys in so doing any such expenditure by the Lessor shall be deemed to be an addition to the rent hereby reserved and shall be payable by the Lessee to the Lessor upon demand.
- (k) Upon the Lessee vacating the demised premises upon the termination of the term or any extension thereof or at any time before or after that date if after seven (7) days notice in writing from the Lessor to the Lessee the Lessee shall leave in the demised premises any goods plant chattels affects or stock-in-trade the Lessee shall be deemed to have abandoned the same AND in such case the Lessor may at his absolute option and without responsibility for loss dispose of the same in such manner as the Lessor shall think fit.
- (l) In the event that the Lessee shall call any meeting of creditors or take any step for the liquidation of its affairs or any petition for the liquidation of its affairs shall be taken against it by any person or if the affairs of the Lessee shall otherwise be wound up, or the Lessee becomes bankrupt, this Lease may at the option of the Lessor be determined by the Lessor who may in any such case enter into or upon the demised premises and proceed under the provisions of clause 3 (a) of these presents, as if the Lessee was in default under that clause.
- (m) If the lessee defaults and does not remedy any default when the lessor requires it to do so, the lessor may do any one or more of the following:
- (i) re-enter and take possession of the demised premises;
  - (ii) by notice to the lessee, terminate this Lease;
  - (iii) exercise any of its other rights;
  - (iv) recover from the lessee any loss suffered by the lessor due to the lessee's default.
- (n) The Lessor shall on the written request of the Lessee made three (3) months before the expiration of the term and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained or imposed give to the Lessee a further Lease of the demised premises for a further term of **THREE (3) YEARS** from the expiration of the said term containing the like covenants and provisions as are herein contained with the exception of this covenant for renewal, the rent for such renewed term shall be adjusted annually by calculating the rent payable for the previous year of the lease and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2005 and C is \$32,500.00.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding

- (o) The Lessor shall on the written request of the Lessee made three (3) months before the expiration of the

renewed term and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained or imposed give to the Lessee a further Lease of the demised premises for a further term of **THREE (3) YEARS** from the expiration of the said term containing the like covenants and provisions as are herein contained with the exception of this covenant for renewal, the rent for such further term shall be such amount as the Lessee and the Lessor shall agree upon, or failing agreement within one (1) calendar month after the giving of the said notice the market rent shall be referred for determination by a registered valuer of at least five years experience agreed upon by the lessor and lessee or failing agreement as nominated by the President for the time being of the Queensland Law Society Inc. with the lessor and lessee to share the costs of such valuation.

- (p) To pay rent for the second and third years of the further term at the base rent payable for the first year of the term and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2012 and C is the rent referred to in clause 3 (o) hereof.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding.

- (q) No delay or omission to exercise any right power or remedy accruing to the lessor upon any continuing breach or default under this Lease shall impair any such right power or remedy of the lessor nor shall it be construed to be a waiver of any such continuing breach or default or any acquiescence therein or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.
- (r) To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of the lessee the obligations of the lessee or to stay postpone or otherwise prevent or prejudicially affect the exercise by the lessor of all or any of the rights powers and remedies conferred on the lessor by this Lease shall be and the same are hereby expressly negated and excluded therefrom.
- (s) If it is held by a Court of competent jurisdiction that:
- (i) any part of this Lease is void voidable illegal or unenforceable; or
  - (ii) this Lease would be void voidable illegal or unenforceable unless any part of this Lease were severed therefrom that part shall be severable from and shall not affect the continued operation of the rest of this Lease.
- (t) The lessee irrevocably appoints the lessor and, if the lessor be a company, each of its officers as the lessee's attorney.
- (u) After the right to re-enter has arisen, the lessor as the lessee's attorney may sign:
- (i) a surrender of this Lease;
  - (ii) a withdrawal of any Caveat lodged by the lessee; or



(iii) any other document concerning this Lease.

In doing so, the attorney may use the lessee's name and do anything relating to the premises which the lessee could do.

- (v) Notwithstanding any implications or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction failure to function or interruption of or to the water electricity gas or services or the appurtenances contained in the demised premises or in the said building or for the blockage of any sewers wastes drains gutters downpipes or storm water drains for any cause whatsoever.
- (w) If the Lessor shall sell the demised premises or otherwise dispose of the reversion of this Lease prior to the exercise of the options referred to in Clause 3(n) of this Lease the Lessor shall at his own expense procure from such purchaser or disponee a covenant in favour of the Lessee that such purchaser or disponee shall observe and be bound by all the provisions of this Lease including Clause 3(n) of this Lease and delivery to the Lessee of any such covenant shall be accepted by the Lessee in full satisfaction and discharge of the Lessor's obligation to the Lessee to grant such option.
- (x) If the Lessor seeks to sell the demised premises at any time the Lessor shall give to the Lessee the first right of refusal to purchase the said demised premises at the same purchase price and on the same terms which the Lessor would accept from any other purchaser from time to time; the Lessor shall not be obligated to give this right if the Lessee shall be in breach of any of the terms of this lease; every such notice shall be for a period of fourteen days and shall specify the purchase price and the terms offering and if the Lessee shall not exercise this right to purchase in that time, the right shall determine.
- (y) This lease includes the following fittings of the Lessor:-
- (a) Floor coverings
  - (b) Built-in cupboards and counters
  - (c) Split Air-conditioning System and Box/Window Air-conditioning System
  - (e) All telephone and data lines.
- (z) Unless such interpretation shall be excluded by or be repugnant to the context:-
- (i) Whenever the same is used herein the word "Lessor" shall include the Lessor and his executors administrators and assigns and the word "Lessee" shall include the Lessee his executors administrators and permitted assigns and where a Company is a Lessor/and or Lessee shall include its successors and assigns.
  - (ii) When more than one Lessor is a party hereto the word "Lessor" whenever the same is used herein shall be read as "Lessors" and shall be deemed to be followed where necessary by words relating to the plural number instead of the singular number and the covenants herein contained or implied shall be deemed to be entered into by the Lessor jointly and severally.
  - (iii) When more than one Lessee is a party hereto the word "Lessee" whenever the same is used herein shall be read as "Lessees" and shall be deemed to be followed where necessary by words relating to the plural number instead of the singular number and the covenants herein contained or implied shall be deemed to be entered into by the Lessee jointly and severally.
  - (iv) Reference to the masculine gender where applicable shall include reference to the feminine gender and vice versa.
  - (v) When a Company is a party hereto reference to a person shall include reference to a Company.

Dealing Number



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Privacy Statement

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

<b>1. Type/Dealing No of Instrument/Document being amended</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Type of Instrument/Document LEASE .....	BEDFORD & ASSOCIATES	BG901
Dealing Number 709529736 .....	PO BOX 539 BUNDABERG QLD 4670 PH: 4153 5858 EMAIL:bedfordlaw@bigpond.com	

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 2 ON RP 14530	COOK	CHILDERS	12931225
LOT 9 ON RP 14526	COOK	CHILDERS	10946187

**3. Grantor/Mortgagor/Lessor**  
ANTHONY KEITH BRYCE AND KAREN GRACE BRYCE TRUSTEE UNDER INSTRUMENT 709667049

**4. Grantee/Mortgagee/Lessee**  
CLINTON JOHN DOWLING AND FIONA ELIZABETH DOWLING

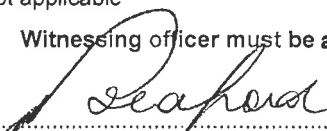
**5. Amendment of Lease Details** (Only to be completed for an amendment of the term and/or option of lease)  
Expiry date: 19/02/2015      AND/OR Event:  
Option/s#: 1 X 3 YEARS  
# Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)

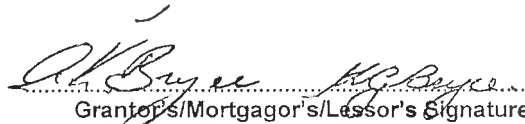
**6. Request/Execution**

The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with: ~~\*item 5;~~ \*item 5 and attached schedule; ~~\*attached schedule.~~

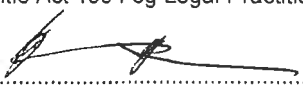
\* delete if not applicable

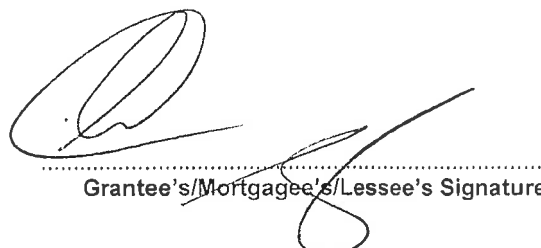
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

  
.....signature  
BRIAN LESLIE BEDFORD full name  
SOLICITOR qualification

9/02/12 Execution Date  
  
Grantor's/Mortgagor's/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)

  
.....signature  
WILLIAM JOHN KINGSTON full name  
SOLICITOR qualification

20/02/12 Execution Date  
  
Grantee's/Mortgagee's/Lessee's Signature



Title Reference 12931225 and 10946187

IT IS AGREED:

1. **Variation of Lease**

1.1 The Lease is agreed to be varied as follows from 20 February 2012:-

- (a) **Form 7 - In Item 6** - \*Expiry date: 19/02/2015  
- \*\* Options: 1 x 3 years  
(b) **Schedule - Form 20**

(i) **Insert a new clause 1(a) (vii):**

1 (a) (vii) To pay rent from 20 February, 2012 to 19 February, 2013 at the base rent of \$39361.92 per annum payable monthly (\$3,280.16) in advance by equal monthly payments on the twentieth day of each month.

(ii) **Insert a new clause 1(a) (viii):**

1 (a) (viii) To pay rent from 20 February, 2013 to the next 19 February in each year after the first year at the base rent payable for the previous year of the term and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2011 and C is \$39,361.92.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding."

(iii) **In clauses 3(n) and (o) - delete the entire wording**

Dealing Number



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<b>1. Type/Dealing No of Instrument/Document being amended</b>		<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Type of Instrument/Document	LEASE .....	BEDFORD & ASSOCIATES PO BOX 539 BUNDABERG QLD 4670 PH: 4153 5858 EMAIL:bedfordlaw@bigpond.com	BG901
Dealing Number	709529736.....		

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
LOT 2 ON RP 14530	COOK	CHILDERS	12931225
LOT 9 ON RP 14526	COOK	CHILDERS	10946187

**3. Grantor/Mortgagor/Lessor**  
ANTHONY KEITH BRYCE AND KAREN GRACE BRYCE TRUSTEE UNDER INSTRUMENT 709667049

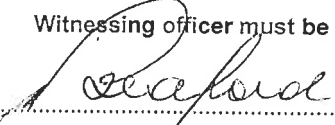
**4. Grantee/Mortgagee/Lessee**  
CLINTON JOHN DOWLING AND FIONA ELIZABETH DOWLING

**5. Amendment of Lease Details** (Only to be completed for an amendment of the term and/or option of lease)  
Expiry date: 19/02/2012      AND/OR Event:  
Option/s#: 2 X 3 YEARS  
# Insert nil if no option or insert option period (eg 3 years or 2 x 3 years etc)


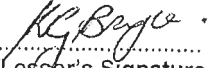
**6. Request/Execution**  
The parties identified in items 3 and 4 agree that the instrument/document in item 1 is amended in accordance with:- ~~item 5;~~ item 5 and attached schedule; ~~attached schedule.~~

\* delete if not applicable

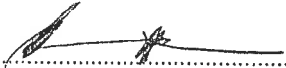
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

  
.....signature  
BRIAN LESLIE BEDFORD.....full name  
SOLICITOR.....qualification

608109  
Execution Date



  
.....  
  
.....  
Grantor's/Mortgagor's/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)

  
.....signature  
WILLIAM JOHN KINGSTON.....full name  
SOLICITOR.....qualification

24106109  
Execution Date

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

  
.....  
  
.....  
Grantee's/Mortgagee's/Lessee's Signature

Title Reference 12931225 and 10946187

IT IS AGREED:

1. Variation of Lease

1.1 The Lease is agreed to be varied as follows from 20 February 2009:-

- (a) Form 7 - In Item 6 - \*Expiry date: 19/02/2012  
- \*\* Options: 2 x 3 years
- (b) Schedule - Form 20

(i) In clause 1(a) (iii) - delete the entire wording and insert the words and numbers as follows:

- (iii) To pay rent from 20 February, 2009 to 19 February, 2010 at the base rent of \$36,410.25 per annum payable monthly (\$3,034.19) in advance by equal monthly payments on the twentieth day of each month;

(ii) Insert a new clause 1 (a) (iv) as follows:

- (iv) To pay rent from 20 February, 2010 to the next 19 February in each year after the first year at the base rent payable for the previous year of the term and a further yearly rent calculated by the following formula;

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2008 and C is \$36,410.25.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding."

(iii) Insert a new clause 1 (a) (v) as follows:

- (v) (a) To pay in addition to the rent payable under this lease an additional amount equal to the goods and services tax or any similar tax imposed at the point of sale or time of acquisition of the goods or service payable by the lessor on the rent; and
- (b) To pay in addition to any amount payable under this lease other than rent an additional amount equal to the goods and services tax or similar tax imposed on that payment payable by the lessor less any Input Tax Credit to which the lessor is entitled in respect of the original supply to which such payment relates;

Title Reference 12931225 and 10946187

(iv) Insert a new clause 1 (a) (vi) as follows:

- (vi) Until the amount of calendar monthly rental payable can be determined in accordance with the provisions of sub-clause (ii) or (iv), the lessee shall pay to the lessor on account thereof on the due date the same rental as was payable during the immediately preceding rental year and any arrears shall be payable within fourteen (14) days of ascertainment and request therefore made by the lessor.

(iii) Insert a new clause 1(z) as follows:

- "(z) To keep the demised premises in a good and clean condition and not allow the accumulation of used or scrap tyres or rubbish in the building or yard of the demised premises and at the end or earlier termination of the lease to remove such items from the demised premises at the lessee's expense."

(iv) In clauses 3(n) (o) (p) - delete the entire wording and insert the words and numbers as follows:

- (n) The Lessor shall on the written request of the Lessee made three (3) months before the expiration of the term and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee herein contained or imposed give to the Lessee a further Lease of the demised premises for a further term of **THREE (3) YEARS** from the expiration of the said term containing the like covenants and provisions as are herein contained with the exception of this covenant for renewal, the rent for such further term shall be such amount as the Lessee and the Lessor shall agree upon, or failing agreement within one (1) calendar month after the giving of the said notice the market rent shall be referred for determination by a registered valuer of at least five years experience agreed upon by the lessor and lessee or failing agreement as nominated by the President for the time being of the Queensland Law Society Inc. with the lessor and lessee to share the costs of such valuation.
- (o) To pay rent for each other year of the term or the renewed term provided for in clause 3 (n) hereof (if applicable) at the base rent payable for the previous year of the term and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2011 and C is the rent referred to in clause 3(n).

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding.

- (p) The Lessor shall on the written request of the Lessee made three (3) months before the expiration of the renewed term and if there shall not at the time of such request be any

**Title Reference 12931225 and 10946187**

existing breach or non-observance of any of the covenants on the part of the Lessee herein contained or imposed give to the Lessee a further Lease of the demised premises for a further term of **THREE (3) YEARS** from the expiration of the said renewed term containing the like covenants and provisions as are herein contained with the exception of this covenant for renewal, the rent for such further term shall be such amount as the Lessee and the Lessor shall agree upon, or failing agreement within one (1) calendar month after the giving of the said notice the market rent shall be referred for determination by a registered valuer of at least five years experience agreed upon by the lessor and lessee or failing agreement as nominated by the President for the time being of the Queensland Law Society Inc. with the lessor and lessee to share the costs of such valuation.

- (pa) To pay rent for each other year of the term at the base rent payable for the previous year of the term and a further yearly rent calculated by the following formula:-

$$\frac{(A-B) \times C}{B}$$

in which A is the number of index points at the end of the December quarter immediately preceding the term under review and B is the number of index points at the 31 December, 2014 and C is the rent referred to in clause 3 (p) hereof.

For the purposes of this clause the index points are the index points published by the Commonwealth Statistician as part of the Consumer Price Index all groups index for Brisbane.

Should the Commonwealth Government cease to publish Consumer Price Indexes, or the basis of calculating the index be substantially changed, then either party may give to the other notice in writing for one (1) month at least specifying the facts that he alleges satisfies that criteria. Upon the proper giving of notice as aforesaid, the rent shall be such sum as the parties shall mutually agree upon, or failing agreement, such sum as shall be determined by such single arbitrator as the parties shall mutually agree upon, or failing agreement, as shall be appointed by the President for the time being of the Queensland Law Society Inc. or his nominee and the decision of such arbitrator shall be final and binding."