

Dealing Number



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<b>1. Landlord</b> P & S Fleming Super Pty Ltd A.C.N. 161 685 025 as trustee under document 714883757	<b>Lodger</b> (Name, address, E-mail & phone number) Hundt Law Level 2, 15 James Street Fortitude Valley Qld 4005 Tel: (07) 3741 6905	<b>Lodger Code</b> 2679
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<b>2. Lot on Plan Description</b> Lot 47 ON Crown Plan MPH13990	<b>Title Reference</b> 50910366
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<b>3. Tenant</b>	Given names	Surname/Company name and number	(include tenancy if more than one)
		The BUSY Group Ltd ACN 168 870 326	

<b>4. Interest being leased</b> Fee Simple
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<b>5. Description of premises being leased</b> Whole of the land
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<b>6. Term of lease</b> Commencement date/event: 01/07/2022 Expiry date: 30/06/2027 and/or Event: #Options: 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See Schedule Annexed
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**8. Grant/Execution**  
The Landlord leases the premises described in item 5 to the Tenant for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

..... Signature  
..... full name  
..... qualification

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

08/07/2022  
Execution Date

P+S FLEMING SUPER P/L  
ACN 161 685 025  
  
DIRECTOR Landlord's Signature

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

..... Signature  
..... full name  
..... qualification

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

08/07/2022  
Execution Date

DIRECTOR Landlord's Signature  
P+S FLEMING SUPER P/L  
ACN 161 685 025

**9. Acceptance**

The Tenant accepts the lease and acknowledges the amount payable or other considerations for the lease.

The BUSY Group Ltd ACN 168 870 326

.....signature

.....full name

.....qualification

**Witnessing Officer**

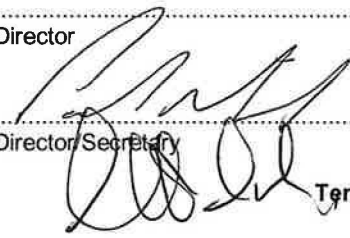
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

29/6/22  
**Execution Date**

.....  
Director

.....  
Director/Secretary

.....  
**Tenant's Signature**



## SCHEDULE

Title Reference 50910366

### Reference Schedule

Item 1	<b>Landlord</b> Address for Notices:	P & S Fleming Super Pty Ltd A.C.N 161 685 025 as trustee under document 714883757 144 Kleidons Road, Bundaberg, QLD 4670
Item 2	<b>Tenant</b> Address for Notices:	The Busy Group Ltd ACN 168 870 326 Shop 6, 45 Nind Street, Southport QLD 4215
Item 3	<b>Premises</b>	34 West Street Mount Isa QLD 4825
Item 4	<b>Area</b>	280 SQM
Item 4	<b>Term</b>	5 years
Item 5	<b>Date of Commencement</b>	1 July 2022
Item 6	<b>Options</b>	3 years
Item 7	<b>Rent</b>	\$105,064.33 plus GST per annum for the first year of the Term and then as reviewed in accordance with this Lease
Item 8	<b>Review Dates:</b>	<b>Fixed Increase Dates:</b> Annually on the anniversary of the Commencement Date during the Term and any Option Period. <b>Fixed Increase Percentage:</b> 3% <b>CPI Adjustment Dates:</b> not applicable <b>Market Review Dates:</b> not applicable
Item 9	<b>Tenant's Proportion of Outgoings</b>	100%
Item 10	<b>Permitted Use</b>	Employment and Training Services
Item 11	<b>Security Deposit</b>	An amount equivalent to 3 months' Rent plus GST.
Item 12	<b>Guarantor</b>	Not applicable while The Busy Group Ltd ACN 168 870 326 is the Tenant
Item 13	<b>Allocated Car Parking Bays</b>	NOT APPLICABLE

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DEFINITIONS AND INTERPRETATION

1 Definitions

In this Lease unless the context otherwise requires:

**Airconditioning Equipment** means the plant, electrical installations, ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Premises or the Building and includes mechanical ventilation.

**Accounting Period** means each period of 12 months starting on 1 July and ending on 30 June next (or any other period nominated by the Landlord from time to time and notified to the Tenant). The first Accounting period starts on the Date of Commencement and ends on 30 June next and the last Accounting Period starts on 1 July immediately preceding the date of determination of this Lease and ends on the date of determination.

**Allocated Car Parking Bays** means the number of parks, in the Car Park, as set out in Item 13 of the Reference Schedule.

**Appurtenances** means the drains water apparatus pipes and other appurtenances in the Premises.

**Authorisation** means notices or notifications, directions, authorities, orders, consents, Approvals, licenses, permits, exemptions, certificates or any other authorisation from a competent authority or government authority including but not limited to those in relation to local government requirements, development, building and planning applications, environmental matters, cultural and heritage matters and health and safety.

**Building** means the building or buildings situated on the Land together with any modifications, extensions or alterations made thereto from time to time and with all Appurtenances and all other fixtures, fittings and chattels of the Landlord therein from time to time.

**Business Day** means any day other than a Saturday, Sunday or public holiday in the location of the Premises.

**Car Park** means those parts of the Land or the Building from time to time allocated by the Landlord to the parking of cars and includes the driveways to and from those parts.

**Claims** means actions, demands, losses, injuries, damages, suits, judgments, injunctions, orders, proceedings, right of action, claim for compensation, costs and expenses of every description and includes without limitation consequential losses and damages.

**Commencement date** means the date for commencement of the Lease listed in Item 6 of the Form 7.

**CPI Review** means the higher of:  
the Rent payable immediately before the relevant CPI Review Date and  
the sum calculated in accordance with the following formula:

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

Where: A = Rent payable immediately before the relevant CPI Review Date  
B = Index Number for the last quarter immediately before the relevant CPI Review Date  
C = Index Number for the last quarter before the first day of the Lease Year last concluded.

**CPI Review Dates** mean the dates specified in Item 8 of the Reference Schedule.

**Fixed Review Dates** means the dates specified in Item 8 of the Reference Schedule.

**Form 7** means the lease in Form 7 to the Land Title Act 1994 to which this Schedule is attached.

**GST Act** means A New Tax System (Goods and Services Tax) ACT and includes other GST related legislation.

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**Guarantor** means the guarantor or guarantors specified in the Reference Schedule and also any person who enters into covenants with the Landlord as a guarantor under clause 18.

**Landlord's Fixtures** means the Building and any other improvements (including all services) owned by the Landlord whether at the Date of Commencement or at any other time during the Term and excluding Tenant's Property and includes all plant, equipment, fittings, fixtures and furnishes of whatever nature, that the Landlord provides to the Tenant for use in the Premises and any other property of the Landlord on or servicing the Premises.

**Incoming Tenant** means the proposed assignee subtenant or other occupant under any dealing under clause 10 and includes where the context requires any person or persons referred to in clause 10.

**Index Number** means the Consumer Price Index (All Groups) as published by the Australian Bureau of Statistics. If that index is discontinued the expression will mean an index or method of measuring increased in the cost of living agreed in writing by the Parties. If there is no agreement within 14 days, it will be an index or method determined at the request of either Party by the President or acting President of the Valuers institute or their nominee.

**Insured Risks** means the risks the Landlord is required by this Lease to insure and any additional risks against which the Landlord effects insurance relating to the Land.

**Land** means the land described in Item 2 of the Form 7.

**Landlord** means the person referred to in Item 1 of the Form 7 its successors and assigns and unless inconsistent with the context includes all persons for the time being authorised to those documents.

**Lease** means this lease including the Form 7 and any annexures and schedules and any obligation or agreement expressed to be supplemental to this Lease and all amendments to those documents.

**Lease Term** means the period specified in the Reference Schedule commencing on the Date of Commencement or such shorter period as provided under this Lease.

**Lease Year** means each separate year of the Lease Term. The first Lease Year starts on the Date of Commencement and each subsequent Lease Year starts on the same day of the following year; the expression includes any broken period between the end of the last complete Lease Year and the date of termination.

**Market Review** means the higher of:

- (a) the Rent payable immediately before the relevant Market Review Date; and
- (b) the sum calculated in accordance with clause 4.3.

**Market Review Dates** are the dates so specified in the Reference Schedule.

**Month** means a calendar month.

**Mortgagee** means all present or future mortgagees of the Land.

**Operating Costs** means all costs, charges, expenses, fees and other outgoings paid or payable by the Landlord in managing, maintaining and keeping secure the Land and the Building, including in particular, but without limiting the generality of the foregoing, the following outgoings relating to the Land and the Building:

- (a) all rates, charges and other levies (including fire service levies) payable to the local authority in whose area the Building is located;
- (b) all rates and charges payable to any local or other authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services to the Land;
- (c) all rates, taxes (including land tax on a single holding basis), charges, assessments, outgoings and impositions whatsoever (whether parliamentary, municipal or otherwise) and whether assessed, charged or imposed by or under federal or state law or by federal, state or local authorities and whether on a capital or revenue or any other basis including GST (and even though of a novel character) which may now or in the future be assessed, charged or imposed in respect of the Land or any part thereof other than any such rates, taxes, charges, assessments, outgoings and impositions which may be assessed directly in respect of the Premises or directly in respect of any other premises which are separately leased;

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- (d) all insurance premiums including stamp duty payable in respect of such premiums for insurance in relation to the Land and Building;
- (e) landscaping and ground maintenance of the Land;
- (f) the cost of collection and disposal of refuse from the Land; and
- (g) the cost of repairs to and the maintenance and upkeep of the Land including car parking bitumen and other areas (including gardening and landscaping expenses) and including any repairs of a capital nature to the Land which shall be the responsibility of the Landlord.

**Outgoings** means, so far as they relate to the Tenant's Proportion (if applicable), the Landlord's expenses directly attributable to the operation, maintenance or repair of the Building and charges, levies, premiums, rates payable by the Landlord because it is the owner or occupier of the Building, including:

- (a) rates, assessments or other fees, levies or charges payable to any government or other authority (excluding Land Tax);
- (b) costs for sewerage, supply of water and removal of waste and other garbage from the Building;
- (c) costs of repairs or maintenance of the Building (excluding costs of a capital and structural nature);
- (d) costs incurred in providing Services to the Building and its Common Areas (including air-conditioning);
- (e) costs of repairing, maintaining, servicing and running the Airconditioning Equipment, excluding costs payable separately by any tenant or occupier in relation to particular areas occupied.

**Permitted Use** means the use specified in item 10 of the Reference Schedule.

**Premises** means the area of the Land shown hatched on the sketch plan annexed to this Lease but excluding the airspace above which remains the property of the Landlord.

**Quarterly Period** means each consecutive period of three (3) months during the Lease Term ending respectively on the last days of March, June, September and December; the expression also includes any broken period prior to the first complete Quarterly Period and after the last complete Quarterly Period.

**Rent** has the meaning given in clause 4.

**Services** means all services provided to the Premises and/or to the Land and includes (without limitation) the provision of electricity, gas, water, sewerage, drainage, Airconditioning Equipment (if provided) and the plant and equipment utilised for any of the foregoing.

**Special Conditions** means the special conditions listed in clause 19 of this Lease.

**Standard Lease Terms** means all terms of this Lease, excluding the Special Conditions.

**Stipulated Rate** means a percentage interest rate per annum equal to the prime lending rate by the Landlord's bank plus 3%.

**Tenant** means the Tenant referred to in Item 3 of the Form 7.

**Tenant's Proportion** means the percentage specified in Item 9 of the Reference Schedule, being the percentage of the area of the Land which is from time to time represented by the area of the Premises and which as at the Date of Commencement.

**Tenant's Property** means all property on the Premises which are not the Landlord's Fixtures and for clarity includes the Tenant's fixtures, fittings, plant, equipment, stock-in-trade and other property, and all the improvements constructed by the Tenant in accordance with the Tenant Works.

**Tenant Works** means approved fit out works constructed by the Tenant (excluding any works carried out by the Landlord) and includes any proposed work, alteration, addition or installation in or to the Premises, to the Landlord's Fixtures or to the Tenant's Property

**Valuers' Institute** means the Australian Property Institute (in the relevant division where the Premises is located).

**Writing** includes printing typing lithography and other modes of reproducing words in a visible form and written has a corresponding meaning.

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**2 Interpretation**

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In interpreting this document, unless the context provides otherwise:

- (a) Obligations are joint and separate.
- (b) References to authorities associations and bodies will also refer to anybody established in its place.
- (c) References to the Premises include any part of the Premises.
- (d) Any covenant by the Tenant not to do any act or thing includes an obligation not to permit that act or thing to be done and to use its best endeavours to prevent that act of thing being done by a third party.
- (e) Any provision in this Lease requiring the consent or approval of the Landlord may also require the consent or approval of any Mortgagee and any superior landlord where the consent is required.
- (f) Reference to the **consent of the Landlord** or words to similar effect mean a consent in writing signed by or on **behalf** of the Landlord and references to **approved** and **authorised** or words to effect mean approved or authorised in writing by or on behalf of the Landlord.
- (g) The terms **Party** or **Parties** mean the Landlord and/or the Tenant and (except where there is an express indication to the contrary) exclude the Guarantor.
- (h) Words denoting the singular number only include the plural number and vice versa;
- (i) a reference to any gender includes every other gender; and words denoting individuals include corporations.
- (j) A reference in this Lease to an Act of Parliament or any section of an Act should be read as though the words or any statutory modification or re-enactment of it or any statutory substituted for it were added to the reference. Any general reference to Statute or Statutes includes any regulations or orders made under the Statute or Statutes.
- (k) Every obligation undertaken by any Party (including the Guarantor) will be construed as if each obligation is separate and independent made by the Party and continuing (unless the context otherwise requires) throughout the Lease Term and subsequently so long as it remains to be performed.
- (l) References in this Lease to any clause, sub-clause, paragraph or Schedule without further designation will be construed as a reference to the clause, sub-clause, paragraph or Schedule of this Lease so numbered.
- (m) The headings or marginal notes in this Lease are included for convenience only and do not affect the interpretation of this Lease.

**3 Term**

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**3.1 Term**

The Landlord grants to the Tenant the right to possess and use the Premises for the Lease Term subject to the provisions of this Lease.

**3.2 Holding Over**

If the Tenant, with the consent of the Landlord, remains in occupation of the Premises after the Lease Term has ended then:

- (a) the Tenant will be tenant of the Premises from month to month on the terms of this Lease so far as they are applicable to a monthly tenancy;

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- (b) the monthly tenancy may be ended by either party on any day by giving at least one (1) months' notice to the other party; and
- (c) the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately before the end of the Lease Term and will be payable in advance.

**4 Rent**

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**4.1 Payment of Rent**

The Tenant will pay to the Landlord (including by way of direct debit if the Landlord requires) the Rent without deduction or set-off, the first payment to be made on the Date of Commencement. The Rent will be paid by equal monthly instalments in advance on the first day of each month. If necessary, the first and last payments will be apportioned on a daily basis.

**4.2 Rent and Annual Reviews**

**Rent** means an annual sum calculated as follows:

- (a) for the first Lease Year the sum as specified in item 7 of the Reference Schedule;
- (b) for each Lease Year commencing on a fixed Review Date, the sum calculated by increasing the Rent payable immediately before the Fixed Review Date by the percentage increase referred to in Item 8 of the Reference Schedule:
  - (i) for each Lease Year commencing on a CPI Review Date, the sum calculated by CPI Review;
  - (ii) for each Lease Year commencing on a Market Review Date the sum calculated by Market Review.

**4.3 Market Review**

- (a) The Landlord may at any time prior to the date which is 12 Months after each Market Review Date give written notice to the Tenant (**Review Notice**) of the amount of rent the Landlord believes is the current open market rent for the Premises as at that Market Review Date.
- (b) If the Landlord does not give the Review Notice in respect of a Market Review Date the rent payable for the Lease Year commencing from that Market Review Date will be the same rent as was payable in the preceding Lease year.
- (c) If the Landlord gives the review Notice the Tenant may give written notice to the Landlord within 21 days of receipt of the Review Notice (**Dispute Notice**) disputing the Landlord's assessment of the market rent.
- (d) If the Tenant does not give a Dispute Notice the amount set out in the Review Notice will be the Rent payable from the Market Review Date.
- (e) If the Tenant does not give a Dispute Notice the market rent will be determined as follows:
  - i. the market rent will be determined by a person (**the Expert**) who has been a member of the Valuers' Institute for at least five (5) years nominated by the President for the time being of the Valuers' Institute on the application of the Landlord or Tenant;
  - ii. the Expert will act as an expert and not as an arbitrator; and
  - iii. the Expert will determine the market rent of the Premises based on the current annual rental value of the Premises for a lease between a willing Landlord and a willing Tenant granted with vacant possession and assuming:
    - A. a term equivalent to the original term of this Lease;
    - B. the covenants of the Lease are the same as the covenants of this Lease other than for the amount of rent and any other differences required by these assumptions;



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- C. the Tenant has performed and observed all the obligations conditions and restrictions contained in this Lease;
- D. the Premises are available for immediate occupation and use;
- E. the highest and best use of the Premises;

but disregarding:

- A. the value of any goodwill attributable to the Tenant's business;
- B. the value of the Tenant's fittings and any improvements made to the Premises by the Tenant;
- C. any deleterious condition of the Premises arising out of a breach of Tenant of this Lease; or
- D. Any period of rent abatement or concession to secure a tenant.

**4.4 Obligation to Pay Until Rent Calculated**

Pending calculation of the reviewed Rent for any Lease Year, Rent will continue to be paid at the rate payable during the Lease Year last concluded and will be adjusted retrospectively to the start of the Lease Year under review.

**4.5 Good and Services Tax**

- (a) The Tenant must pay all goods and services tax or other consumption tax applied to all Supplies made by the Landlord to the Tenant under this Lease.
- (b) If this Lease required the Tenant to reimburse the Landlord for a supply under this Lease made by a third party and the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply then the amount that the Tenant must pay for that is the amount that the Landlord paid for that supply less the input tax credit.
- (c) The Tenant will pay the goods and services tax when the Landlord provides a tax invoice for the payment.
- (d) In this clause, the terms "goods and services tax" "supply" "input tax credit" and "tax invoice" have the meanings given to them in the GST Act.

**5 Outgoings**

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**5.1 Obligation to Pay Outgoings**

If item 9 in the Reference Schedule is applicable, in addition to Rent, the Tenant will, during the Lease Term, pay to the Landlord within 21 days of a written notice, sums of money equal to the Tenant's Proportion of the Outgoings.

**5.2 Services**

The Tenant will punctually pay all charges for electricity, gas, telecommunications, water usage and sewerage, garbage and trade waste disposal (if any) and any other service or utility consumed in the Premises whether assessed against the Tenant or the Landlord, where the charges are incurred due to the Tenant's use of the Premises.

**5.3 Cleaning Costs**

The Tenant will pay the cost of any cleaning or refuse services to the Premises.

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**6 Use**

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**6.1 Use of the Premises**

- (a) The Tenant will not use or permit the Premises to be used for any purpose other than the Permitted Use.
- (b) Without limiting clause 6.1(a), the Tenant will not use or permit the use of the Premises for any residential purpose whether temporary or permanent.
- (c) The Landlord:
  - (iii) agrees to obtain the consents of any planning or other authority which may be required for the Tenant to carry on the Permitted Use at the Premises; and
  - (iv) warrants the use, suitability, fitness and adequacy of the Premises.

**6.2 Legal Requirements**

- (a) The Tenant will comply with an observe all Statutes and all orders ordinances regulations requirements notices and by-laws made by any public body or authority relating to the Premises or to the Tenant's use or occupation of the Premises.
- (b) The Tenant will not do or omit to do any act or thing whereby the Landlord may become liable to pay any penalty or the whole or part of any expenses incurred under any Statute ordinance regulation by-law order requirement or notice.

**6.3 Use Obligations**

The Tenant will:

- (a) while the Tenant conducts the Tenant's business in or from the Premises, cause the Tenant's business to be conducted in a responsible, reputable and proper manner in accordance with this Lease. To avoid doubt, the Tenant may cause the Premises to remain open for business during such days and hours as the Tenant shall determine in its discretion, provided those hours are lawful;
- (b) without limiting the generality of the obligations in clause 6.3(a); obtain, maintain and renew from time to time and comply with all Authorisations to carry out the Permitted Use. A failure to obtain, maintain, renew and comply with such Authorisations will not affect the Tenant's obligations under this Lease including the obligation to pay Rent;
- (c) promptly after receipt by the Tenant give the Landlord copies and details of any Authorisations issued which relate to the Tenant Works (as distinct from the Tenant's business generally), investigations required or undertaken or proceedings commenced by any government authority which has jurisdiction over the Permitted Use and the Tenant's activities on the Premises so far as they relate to the Premises, the Land or the property of the Landlord;
- (d) keep the Premises clean and free of rubbish by regular cleaning and rubbish removal;
- (e) keep the Premises free of vermin;
- (f) notify the proper authorities if any infectious disease occurs on the Premises and fumigate and disinfect the Premises as reasonably appropriate; and
- (g) comply at all times with the requirements of the Insurance Council of Australia and The Queensland Fire and Rescue Service.

**6.4 Use Restrictions**

The Tenant will not:

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- (a) carry on in the Premises any annoying noxious offensive or illegal act or do anything or use any plant or machinery which through noise odours vibrations or otherwise may be or grow to the annoyance nuisance grievance damage or disturbance of the Landlord or of the occupiers of adjoining premises;
- (b) use the Appurtenances for any purposes other than those for which they were constructed and will not place in them any deleterious substances; or
- (c) do anything or keep anything in the Premises that may make void or voidable or conflict any insurance policy applicable to the Premises or whereby the amount of Premium payable for any insurance policy may be increased. Without prejudice to any other rights under this Lease the Tenant will pay to the Landlord on demand any increase of premium which may be occasioned by a breach of this clause.

**7 Repair, maintenance and Tenant's Works**

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- (a) The Tenant may make non-structural alterations and additions to the Premises or any part thereof, including to the Services and/or Appurtenances, in its absolute discretion without the consent of the Landlord.
- (b) The Tenant shall not make or cause to be made any structural alterations to the Premises or any part thereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld.
- (c) The Tenant must, during the Lease Term, at its own cost, keep the Tenant's Property safe and sound and ensure the Tenant's Property is kept in good order and operating condition. The Tenant must comply with the requirements of government authorities and all laws in connection with the same.
- (d) Subject to clause 7(e), the Tenant shall keep, repair and maintain the Premises and all additions in the same good and tenantable repair as at the Date of Commencement except for fair wear and tear and damage caused by fire, storm, flood, tempest, or act of God.
- (e) Despite clause 7(d), the Tenant is not required to perform any work of a capital or structural nature in the Premises or on the Land whatsoever.
- (f) The Tenant will not be required to repaint, recarpet or redecorate the Premises.
- (g) The Tenant shall keep the drains spouting and water pipes on the Premises clean, however the Landlord shall be responsible for all structural repairs or replacement of items at the end of their economic life.

**8 Inspection by Landlord and Right of Entry**

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- (a) The Landlord may enter the Premises (with its agents and workmen, if necessary) after giving the Tenant reasonable notice of a minimum of 48 hours prior written notice and provided that the Landlord is accompanied by a nominated representative of the Tenant:
  - (i) see the state of repair of the Premises and to see if the Tenant is complying with its obligations under this Lease;
  - (ii) to do anything the Landlord must or may do under this Lease or must do under any law or to satisfy the requirements of any government authority; and
  - (iii) to show prospective purchasers through the Premises and, during the last 3 months of the Term and during any holding over period, to show prospective tenants through the Premises.

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- (b) The Landlord must endeavour so far as is reasonably practicable to minimise any inconvenience or interruption to the Tenant's business in exercising its rights under this clause.
- (c) In doing any works contemplated by this clause the Landlord must:
- (i) repair any damage caused to the Premises or the Tenant's Property by the works;
  - (ii) first consult with the Tenant and the parties can agree, acting reasonably, the times at which the work may be carried out so as to ensure so far as is reasonably practicable that the work is not carried out during the normal peak trading periods of the Tenant's business;
  - (iii) ensure the Tenant has access to the Premises at all times during the work except in circumstances where the Landlord needs to temporarily close such access provided that the Landlord has consulted with the Tenant who shall act reasonably as to the times and lengths of such closure; and
  - (iv) so far as is reasonably practicable minimise any noise, vibration or dust.
- (d) In an emergency where there is a threat to the safety or health of persons or property, the Landlord may at any time without notice and for as long as is reasonably necessary in the circumstances:
- (i) close the Premises;
  - (ii) prevent the Tenant from entering the Premises; and
  - (iii) require the Tenant to leave and stay out of the Premises,
- for a period of no more than 7 days after the Landlord provides written notice of the event in sub-clause 8(d). If the period of time extends past 7 days, the Rent and Outgoings will abate until such time as the Landlord provides written notice that sub-clauses 8(d)(i) to (iii) no longer apply.

**9 Tenant's Insurance**

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- (a) The Tenant must maintain insurance in the Tenant's name for:
- (i) public liability for at least \$20,000,000.00, noting the interests of the Landlord and the Landlord's mortgagee (if any);
  - (ii) the Tenant's Property for its full value;
  - (iii) worker's compensation;
  - (iv) all windows, doors and plate glass forming part of or in the Premises for their full reinstatement value.

**10 Assignment, Sub-letting and Other Dealings**

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**10.1 General Prohibition Against Assignment or Subletting**

- (a) The Tenant will not assign the whole of the Premises or sublet grant any license over share or part with the possession of the whole or part of the Premises without first obtaining the written consent of the Landlord which shall not be unreasonably withhold or delay its consent, if the following conditions are satisfied:

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- (i) the Tenant gives to the Landlord reasonable prior written notice of the Tenant's desire to deal with the Lease details of the nature of the proposed dealing and the name of the Incoming Tenant;
- (ii) the Tenant gives to the Landlord upon demand such further information financial reports or other material as the Landlord may reasonably require in respect of the proposed dealing and/or the Incoming Tenant;
- (iii) the Incoming Tenant is respectable and financially responsible person who has the ability to meet the Tenant's obligations contained in this Lease;
- (iv) the Tenant is not in breach of the Lease;
- (v) in the case of a proposed subletting the conditions set out in clause 10.3 are satisfied;
- (vi) the Incoming Tenant enters into a covenant with the Landlord that the Incoming Tenant will observe and perform all obligations, conditions and restrictions contained in this Lease on the part of the Tenant to be observed and performed;
- (vii) the Tenant pays the Landlord's reasonable legal and other costs incurred in connection with considering the proposed dealing (whether or not the Landlord's consent is granted);
- (viii) if the Incoming Tenant is a limited liability company, one (1) or more Directors or Shareholders of the Incoming Tenant as may be reasonably required by the Landlord will provide personal guarantees to effect that:
  - A. the Incoming Tenant will pay the Rent and observe and perform all obligations, conditions and restrictions contained in this Lease on the part of the Tenant to be observed and performed;
  - B. they will indemnify the Landlord against all loss, damages, costs and expenses arising by reason of any default by the Incoming Tenant;
  - C. any neglect or forbearance of the Landlord will not release the guarantees provided.

**10.2 Tenant's Release and return of Bank Guarantee on assignment**

- (a) Provided the conditions in clause 10.1 have been complied with, the Landlord's consent shall extend to and include a release of the Tenant on the date of the assignment of the Lease.
- (b) The Landlord agrees to promptly return the Tenant's Bank Guarantee after the Lease comes to an end, or is assigned in accordance with clause 10.1.
- (c) The Landlord agrees to release any Guarantors from its obligations under this Lease on the date of the assignment of the Lease.

**10.3 Subleases**

- (a) Every permitted sublease of the Premises must be granted at a rent equal to the then current market rental value of the underlet premises and will contain covenants:
  - (i) for the upwards only review of the rent reserved on the same basis as the Rent is to be reviewed in this Lease;
  - (ii) prohibiting the subtenant from doing or allowing any act or thing inconsistent with or in breach of this Lease: and
  - (iii) not to assign or sublet the underlet premises except in accordance with this Lease.

**10.4 Charging this Lease or the Tenant's property**

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- (a) The Tenant is prohibited from charging or mortgaging the Tenant's interest in this Lease.
- (b) The Tenant may charge the Tenant's property or part of it (excluding its interest in this Lease) by way of a security interest over all of its assets and the Landlord's consent shall not be unreasonably withheld.
- (c) If the Landlord consents to a charge on the Tenant's property, each party to the proposed charge must enter into a deed with the Landlord in a form reasonably required by the Landlord that deals with installing or removing the charge property.
- (d) The Tenant must not be in default under this Lease at the date the proposed charge is to be entered into.

**10.5 Deemed Assignment Where Corporate Tenant**

- (a) This clause only applies where the Tenant is a corporation that is not a listed public company or a wholly-owned subsidiary of a listed public company.
- (b) If there is a proposed assignment or disposal of:
  - (i) a shareholding of 50% or more of the issued share capital of the Tenant or its holding company; or
  - (ii) a shareholding in the Tenants or its holding company which would entitle the person acquiring such shareholding to 50% or more of the voting power of all shares represented at any meeting of members of the Tenant,

Such assignment or disposal will be deemed an assignment of this Lease requiring the prior written consent of the Landlord under clause 10.1, which cannot be unreasonably withheld.

**11 Costs**

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Each party shall pay its own legal costs and outlays of and incidental to the negotiation preparation execution stamping and registration of this Lease however the Tenant shall be liable to pay all stamp duty assessed and all registration fees and all such reasonable costs, charges and expenses which the Landlord may incur.

**12 Landlord's Covenants**

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The Landlord covenants with the Tenant that during the term of this Lease and any extension or renewal:

**12.1 Quiet Enjoyment**

If the Tenant observes and performs all its obligations in this Lease the Tenant may peacefully hold and enjoy the Premises during the Lease Term without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

**12.2 Landlord to Pay Rates**

The Landlord will pay all rates and land tax payable in respect of the Land except any rates and taxes which the Tenant has agreed to pay.

**12.3 Landlord to maintain**

The Landlord shall keep and maintain the common areas, any parking areas, driveways, throughways, access and egress roads and landscape or garden areas situate on the Land well maintained in a state of good repair and neat and tidy. The Landlord must keep and maintain a contract for landscaping and ground maintenance with a reputable contractor approved by the Tenant.

**12.4 Landlord to ensure Building is watertight**

The Landlord shall keep and maintain the roof and exterior surfaces of the Building in good order and repair and in a watertight condition by all necessary painting, maintenance and repairs.

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**12.5 Landlord to provide Services**

The Landlord shall use its best endeavours to provide and maintain all Services during the Lease Term and must do everything reasonable to ensure the Services operate efficiently during normal working hours. The Landlord warrants the Airconditioning Equipment and any furniture provided in the Premises is in good working order and repair at the Date of Commencement of the Lease.

**12.6 Landlord to keep Building insured**

The Landlord shall ensure that the Building is insured and kept insured during the Lease Term and any extension of the Lease Term with a reputable insurer for the full reinstatement value of the Building. The insurance must cover risks associated with the Tenant's use of the Premises, The Tenant is not required to pay the Landlord any amount on account of the cost of the insurance effected under this clause.

**12.7 Landlord to pay mortgagee costs and survey fees**

The Landlord must pay all mortgagee consent costs and any survey fees (if applicable) to register this Lease.

**12.8 Landlord to pay all Operating Costs**

The Landlord shall pay all Operating Costs in respect of the Land and Building.

**12.9 Landlord to be accompanied during access**

The Landlord must be accompanied by the Tenant or a representative of the Tenant during any access to the Premises.

**12.10 Landlord to obtain covenant on sale**

The Landlord hereby covenants with the Tenant that the Landlord will not sell or transfer the freehold of the Land upon which the Premises is situated prior to the expiration of the original Lease Term or during any further term pursuant to an option right contained herein, without first having procured (at the expense of the Landlord) from the purchaser or transferee a covenant under seal in favour of the Tenant whereby such purchaser or transferee acknowledges itself bound by the provisions of the Lease including any option for renewal contained in this Lease and any personal covenants that may not touch and concern the Land.

**13 Default**

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**13.1 Default by Tenant**

The Tenant is in default if:

- (a) the Rent or any part thereof is unpaid for thirty (30) days after it has become due and payable; or
- (b) any money payable by the Tenant to the Landlord upon demand is unpaid for 30 days after the making of any demand; or
- (c) the Tenant does not observe or perform any of the Essential Terms (as defined in clause 13.3) of this Lease; or
- (d) the Tenant does not comply with any notice within a reasonable time requiring the Tenant to perform or observe any obligations other than the Essential Terms (whether expressed or implied) in this Lease and on the part of the Tenant to be performed or observed (including of a negative character); or
- (e) a receiver, a manager and receiver or an official manager is appointed in respect of the Tenant or the Tenant's estate and interest in this Lease; or
- (f) any form of external administration is instituted in respect of the Tenant including under the *Corporations Act 2001* (Cth); or

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- (g) the Tenant being a corporation enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or enters into an arrangement or composition with its creditors within the meaning of the Corporations Law; or
- (h) the Tenant being a natural person commits an act of bankruptcy or enters into an arrangement, assignment or composition under the *Bankruptcy Act 1966*; or
- (i) the Tenant being a natural person dies or becomes of unsound mind or his estate is liable to be dealt with in any way under the laws relating to mental health; or
- (j) the Tenant abandons or vacates the Premises or is dispossessed of the Premises by process of law.

**13.2 Forfeiture of Lease**

If the Tenant is in default as specified in clause 13.1, the Landlord may without prejudice to any other rights which the Landlord has or may have against the Tenant (including without limitation the right to recover damages) and subject to giving any prior demand or notice required by law:

- (a) re-enter and take possession of the Premises (by force if necessary) and eject the Tenant and all other persons. Upon such re-entry, this Lease will terminate;
- (b) by notice to the Tenant terminate this Lease from the date of giving the notice; and/or
- (c) by notice to the Tenant convert the unexpired portion of the Lease Term into a monthly tenancy and upon such notice being given this Lease will terminate and the Tenant will occupy the Premises as a tenant from month to month on the terms of the Lease so far as they can be applied.

**13.3 Essential Terms**

The Parties agree that the Essential Terms of this Lease are clause 4.1 (Payment of Rent) and clause 5.1 (Payment of Outgoings).

**13.4 Landlord's Right if Tenant Abandons Premises**

If the Tenant vacates the Premises or otherwise repudiates this Lease the Landlord may without being treated as accepting the surrender of this Lease or terminating it and show the Premises to prospective tenants and/or renovate, restore, clean and secure the Premises. The Tenant is treated as having vacated if it ceases to carry on the Permitted Use of the Premises for 30 consecutive days without the Landlord's approval.

**13.5 Reservation of Right**

The rights and powers conferred on the Landlord by this clause are in addition to any other right or power which may be conferred upon the Landlord at law or in equity.

**13.6 Non-Waiver**

Any waiver of any breach or default under this Lease or any waiver of any term or condition of this Lease must be in writing and will be effective only to the extent set out in the written waiver. All remedies either under this Lease or by law or otherwise afforded to the Landlord are cumulative and not alternative.

**13.7 Accord and Satisfaction**

The Landlord may accept a cheque or payment without prejudice to the Landlord's right to recover the balance of the Rent or pursue any other remedy.

**13.8 Landlord May Rectify**

If the Tenant fails to pay any moneys or perform any of their obligations under this Lease, having been given notice and a reasonable time to do so, the Landlord may (in addition to and without prejudice to its other rights under this Lease) at its option as the agent for the Tenant make any such payment or do such acts and things



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and incur such expenses as may be necessary to perform such covenants. The full costs of all amounts properly paid or expenses properly incurred by the Landlord shall constitute a liquidated debt due and owing by the Tenant to the Landlord and shall be payable by the Tenant to the Landlord on demand by the Landlord.

**13.9 Interest on Arrears**

The Tenant will pay to the Landlord interest on any Rent or other moneys which are in arrears calculated at the Stipulated Rate from the time of the Rent or other moneys respectively failing due to the date of payment.

**14 General**

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**14.1 Entire Agreement**

The terms and conditions set out in this Lease contain the entire agreement between the Parties. The Tenant acknowledges that it has not been induced to enter into this Lease by any representation verbal or otherwise made by or on behalf of the Landlord which is not set out in this Lease.

**14.2 Notices**

- (a) Unless otherwise stated any notice given by the Landlord is deemed to be duly given and served on the Tenant if signed by the Landlord or the Landlord's Solicitors or (if the Landlord is a corporation) by any officer of the Landlord and delivered to the Tenant (or if more persons than one are Tenants under this Lease then to any one or more of them) personally or if the Tenant is a corporation then to any person at its registered office or principal place of business in this State or if left at the Premises or sent to the Tenant through the post in an envelope addressed to the Premises and in the latter case service is deemed to have been effected on the day following posting.
- (b) Any notice by the Tenant to the Landlord must be signed by the Tenant and served in the manner prescribed by section 347 of the *Property Law Act 1974*.

**14.3 Severability**

If it is held by a Court of competent jurisdiction that:

- (a) any part of this Lease is void, voidable, illegal or unenforceable; or
- (b) this Lease would be void, voidable, illegal or unenforceable unless any part of this Lease were severed, that part will be severed from and will not affect the continued operation of the rest of this Lease.

**14. Option to renew**

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**14.1 If the Tenant:**

- (a) not less than three months prior to the expiry of this Lease gives written notice to the Landlord that it wishes to renew this Lease; and
- (b) is not in breach of any of the terms of the Lease at the time of service of the notice pursuant to clause 14.1(a) above;

then the Landlord will grant to the Tenant a further lease of the Premises for the further period of years stated in the Reference Schedule ('the Option lease') commencing on that date following the expiration of the original term hereby granted and upon the same terms and conditions as are herein contained except that any option term set out in the Reference Schedule which shall have been exercised shall be deleted.

**15 End of Lease**

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**15.1 Vacate Premises**

The Tenant shall at the expiration or sooner determination of the Lease Term:

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- (a) vacate the Premises in the state of repair and condition required in accordance with the Tenant's obligations under this Lease such that the Premises are reasonably fit for occupation of a reasonably minded tenant of the Premises who would be likely to take a lease of the Premises; and
- (b) deliver to the Landlord all keys in the possession or control of the Tenant which relate to access to or within the Premises.

**15.2 Make Good**

- (a) The Tenant must at the expiration or sooner determination of this Lease deliver up the Premises in a state of good repair, clean and free of rubbish.
- (b) The Tenant is not required but shall have the right prior to the expiration or sooner determination of the Lease Term and during the period of 30 days immediately following the expiration or sooner determination of the Lease Term to remove or cause to be removed from the Premises its fixtures, fittings, plant, equipment, stock-in-trade and other property (including Tenant Works), provided that such removal can be effected without causing any substantial damage to the Premises. The Landlord may treat as the Landlord's own any property the Tenant leaves behind at the end of the 30 day period after the expiration of the Lease. Otherwise, the Tenant will not have any obligation to make good the Premises.

**16 DAMAGE AND DESTRUCTION**

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**16.1 Rent Reduction**

If the Premises or the Building are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Landlord of the damage or destruction the Landlord:

- (a) must reduce the Rent and any other money owing to the Landlord by a reasonable amount depending on the type and extent of damage or destruction; and
  - (b) cannot enforce clause 7 against the Tenant;
- until the Premises are fit for use and are accessible.

**16.2 Tenant May Terminate**

The Tenant may terminate this Lease by 6 months' notice to the Landlord unless the Landlord:

- (a) within 3 months of receiving the Tenant's notice of termination, notifies the Tenant that the Landlord will reinstate the Premises; and
- (b) carries out the reinstatement works within 2 months.

**16.3 Exceptions**

Clauses 16.1 and 16.2 will not apply where:

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

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**16.4 Landlord May Terminate**

If the Landlord considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building it may terminate this Lease by giving the Tenant at least 1 month's notice ending on any day of the month. At the end of that month's notice, this Lease ends.

**16.5 Dispute Resolution**

- (a) Any dispute under clause 16 must be determined by the President of the Queensland Law Society or a person appointed by the President of the Queensland Law Society at the request of either party.
- (b) The parties agree to do all things reasonably necessary to engage the member appointed in accordance with this clause, including (but not limited to), signing all standard consents, conditions and indemnities that the appointed member or the Australian Institute may require.
- (c) In making their determination, the appointed member acts as an expert and not as an arbitrator and their determination is final and binding on both parties.
- (d) The cost of the determination must be paid by both parties equally unless otherwise decided by the member.

**16.6 Landlord Not Obligated to Reinstate**

- (a) Nothing in this Lease obliges the Landlord to reinstate the Building or the Premises or the means of access to them.
- (b) When reinstating the Building or the Premises, the Landlord is entitled to change their design, fabric, character or dimensions to comply with any official requirement or as the Landlord deems fit provided that the standard of the new premises are at least comparable to the standard of the Premises prior to the damage or destruction occurring and providing that area of the new premises is not more than 10% larger or smaller than the Premises prior to the damage or destruction occurring.

**16.7 Antecedent Rights**

Termination under clause 16 does not affect either party's accrued rights before termination.

**16.8 Resumption**

If any part of the Building is resumed by a competent authority as a result of which the Premises are unusable or inaccessible, either the Landlord or the Tenant may terminate this Lease without compensation by notice to the other.

**17 Bank Guarantee**

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**17.1 Application**

This clause will apply if the Reference Schedule nominates an amount of bank guarantee.

**17.2 Provision of Guarantee and Review**

- (a) The Tenant must:
  - (i) arrange for the issue of an unconditional bank guarantee, issued by an Australian Banking Institution in a form and on reasonable terms acceptable to the Landlord, in favour of the Landlord for the amount stated in the Reference Schedule (Bank Guarantee) to secure performance by the Tenant of its obligations under this Lease;
  - (ii) ensure that any Bank Guarantee is kept current and enforceable and does not contain any expiry date; and

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(iii) if the Landlord is paid an amount under the Bank Guarantee following a demand provide the Landlord with a replacement or additional bank guarantee for the amount paid out.

(b) If the Landlord's interest in the Premises is assigned or transferred, the Landlord may transfer the Bank Guarantee to the assignee or transferee, with the Tenant's prior written consent which will not be unreasonably withheld.

**17.3 Recourse to Bank Guarantee**

If the Tenant does not comply with any of its obligations under this Lease, the Landlord may call on the Bank Guarantee to the extent of the Tenant's default.

**18 Guarantee and Indemnity**

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**18.1 Application**

This clause applies if the Reference Schedule nominate any Guarantors.

**18.2 Guarantee and Indemnity**

In consideration of the Landlord at the request of the Guarantor entering into this Lease with the Tenant, the Guarantor covenants and agrees with the Landlord that:

- (a) it will be legally responsible jointly and separately with the Tenant for the payment of Rent and the due performance by the Tenant of all the obligations terms and conditions of this Lease on the part of the Tenant to be performed;
- (b) the Guarantor indemnifies the Landlord against all losses, damages, costs and expenses which the Landlord may incur from any breach or non-observance of this Lease by the Tenant;
- (c) the legal responsibility of the Guarantor is not affected by:
  - (i) the Landlord exercising any rights under this Lease;
  - (ii) the Landlord terminating this Lease;
  - (iii) the Tenant that is a corporation being wound up or dissolved;
  - (iv) the Tenant who is a natural person being declared bankrupt;
  - (v) a transfer of the Tenant's interest in this Lease;
  - (vi) a variation of this Lease;
  - (vii) the completion of this Lease by the Landlord under the terms of any agreement for lease;
  - (viii) any failure by the Landlord to exercise its rights or any delay in doing so,
- (d) the Guarantor is treated as a primary debtor and contractor together and separately with the Tenant;
- (e) this guarantee and indemnity does not depend upon the enforceability of the obligations and agreements of any other person and remains binding even if another person does not sign this Lease or this guarantee and indemnity;
- (f) if the Tenant enters into liquidation (or being a natural person enters into bankruptcy) and the liquidator or trustee in bankruptcy disclaims this Lease, the Guarantor must accept from the Landlord a lease of the Premises for a period equal to the remaining unexpired period of this Lease, the new lease to contain the same conditions as are in this Lease;

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- (g) if the Tenant exercises an option to renew this Lease this guarantee and indemnity will be treated as extending to the further lease and will be read and understood as if the further lease were this Lease and the tenant holding under it were the Tenant referred to in this Lease;
- (h) notices to be given to the Guarantor may be signed by the solicitors for the Landlord or any officer of the Landlord and may be given by post at the Guarantor's last known address;
- (i) if any part of this guarantee and indemnity is unenforceable that will not affect the enforceability of any other part this guarantee and indemnity;
- (j) if the Guarantor is more than one person the liabilities of each of those persons are joint and separate;
- (k) this guarantee and indemnity takes effect immediately upon its signing and continues to be of full effect whether or not the Lease is later registered in the Queensland Titles Registry. Reference to "this Lease" include any equitable lease agreement for lease or periodic tenancy arising upon signing or acceptance by the Tenant of the document to which this guarantee and indemnity is attached;
- (l) if the Landlord transfers the Land or otherwise transfers the Landlord's rights under this Lease, the Landlord's rights under this guarantee and indemnity will be treated as transferred to any future owner of the Land or other transferee.

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**19 Special Conditions**

**19.1 Special Conditions to prevail**

In the event of any inconsistency between these special conditions and the Standard Lease Terms, the Special Conditions will prevail, and the Standard Lease Terms will not apply to the extent of any inconsistency.

**Special Conditions**

<p><b>Special Condition 1</b></p>	<p><b>Early Termination</b></p>	<p>a) During the initial Term, in the event that the Tenant loses their government funding for their contract relating to the business conducted from the Premises (which is renewable every 2 years) the Tenant may elect to terminate this Lease on the date that is not less than 3 years after the Date of Commencement (a "Termination Notice"), which must be accompanied by evidence of the termination of the contract (in a form acceptable by the Landlord, acting reasonably). The ("Early Termination Date") will be a date not less than 3 months' Notice to the Landlord after the Termination Notice date, with the Early Termination Date to be nominated within the Termination Notice.</p> <p>b) If the Tenant gives a Termination Notice to the Landlord in accordance with Special Condition 1, the Tenant must, on or before the Early Termination Date:</p> <ul style="list-style-type: none"> <li>o sign and return to the Landlord a surrender of this Lease in registrable form (save for stamping) together with any documents required by the Landlord to be signed in order to facilitate stamping of the surrender. These documents will be prepared by the Landlord's solicitor and submitted to the Tenant a reasonable time before the Early Termination Date;</li> <li>o comply with the Tenant's obligations under clause 15 of this Lease.</li> </ul> <p>c) The Tenant must comply with all of the Tenant's obligations under this Lease (including paying all Rent, GST and other amounts due under this Lease) from the date that the Termination Notice is given to the Landlord up to and including the Early Termination Date.</p> <p>d) Upon termination of the Lease pursuant to Special Condition 3 subject to the Tenant satisfying its obligations under this clause 15, neither the Landlord or Tenant will have any further rights or claims against the other under this Lease after the Early Termination Date. For clarity, the Tenant is not released from any liability which accrues before the Early Termination Date.</p>
<p><b>Special Condition 2</b></p>	<p><b>Airconditioning Equipment</b></p>	<p><b>A Additional Landlord's warranties</b></p> <p>a) The Premises are exclusively serviced by the Airconditioning Equipment.</p> <p>b) The Landlord warrants that at the Date of Commencement, the Airconditioning Equipment was in good and proper working order and repair.</p>

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		<p><b>B Repair and Maintenance</b></p> <p>a) The Tenant is responsible for cleaning, repair and servicing costs of the Airconditioning Equipment per manufacturers recommendations.</p> <p>b) The Landlord is responsible for all costs for the replacement or repair of any capital or structural parts of the Airconditioning Equipment.</p>
<b>Special Condition 3</b>	<b>Combustible cladding</b>	The Landlord warrants it has satisfied all legislative requirements regarding combustible cladding regulations in all respects as at the Date of Commencement of the Lease.
<b>Special Condition 4</b>	<b>Landlord warrants no asbestos</b>	<p>The Landlord acknowledges and agrees:</p> <ul style="list-style-type: none"> <li>• They have provided the Tenant with a copy of an asbestos register;</li> <li>• the Landlord is responsible for compliance with the Code of Practice for the Management and Control of Asbestos in a workplace;</li> <li>• advise the Tenant of its obligations with respect to the asbestos in the Premises.</li> </ul>
<b>Special Condition 5</b>	<b>Costs</b>	The Tenant will be responsible for the Landlord's reasonable legal costs relating to its respective review and execution of the lease (capped at \$1,500 inclusive of GST)
<b>Special Condition 6</b>	<b>Security Deposit</b>	The parties agree any clauses applicable to "Bank Guarantee" in the Lease shall apply instead to the Security Deposit.
<b>Special Condition 7</b>	<b>Warranty as to use</b>	<p>Clause 6.1(c) of the Lease is removed.</p> <p>The Landlord does not warrant the Premises are suitable for any specified purpose.</p>
<b>Special Condition 8</b>	<b>Alterations</b>	In relation to clause 7(a), the Tenant must not make any alterations and additions to the Services and/or Appurtenances without the consent of the Landlord, which must not be unreasonably withheld.
<b>Special Condition 9</b>	<b>Landlord's Covenants</b>	Clauses 12.3 and 12.4 do not apply to the Lease.
<b>Special Condition 10</b>	<b>Risk and Release</b>	<p>a) The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out any works in the Premises at its own risk.</p> <p>b) The Tenant releases to the fullest extent permitted by Law, the Landlord and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in or outside of the Premises or any part thereof, except to the extent that it is caused by a deliberate act, negligence or default by the Landlord, or its agents, employees or contractors.</p>
<b>Special Condition 11</b>	<b>Indemnity</b>	<p>The Tenant indemnifies and holds indemnified the Landlord and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Landlord may sustain or incur or for which the Landlord or its agents, employees and contractors shall or may be or become liable (other than where caused by the wilful or negligent act or omission of the Landlord or its servants or agents) during the Term in respect of or arising from:</p> <p>a) Breach of Covenant – Loss, damage or injury to property or person from or contributed to by the neglect or default of the Tenant to observe or perform any of the covenants, conditions</p>

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		<p>and restrictions on the part of the Tenant whether positive or negative expressed or implied.</p> <ul style="list-style-type: none"><li>b) Misuse – negligent use or misuse, waste or abuse by the Tenant or any servant, agent or sub-Tenant of any Services to the Premises.</li><li>c) Escape of Harmful Agent – the overflow, intrusion or escape of water, fire, gas, electricity, or any other harmful agent whatsoever in, to or from the Premises howsoever caused.</li><li>d) Failure to Notify – Failure of the Tenant to notify the Landlord of any defect of which it is aware in the Premises whatsoever.</li><li>e) Use of Premises – loss, damage or injury to property or person caused or contributed to by the use of the Premises by the Tenant or any servant, agent or sub-Tenant.</li><li>f) Personal Injury – Any personal injury sustained by any person in or about the Premises howsoever caused other than the wilful or negligent act or omission of the Landlord or its servants or agents.</li><li>g) Faulty Installations – Loss, damage or injury to property or persons caused or contributed to by the defective installation of plant, fixtures and equipment in the Premises by or on behalf of the Tenant.</li><li>h) General – Loss, damage or injury to property and to persons in or near the Premises, where such loss, damage or injury is caused or contributed to by any act, error, omission, neglect or default of the Tenant or their employees or agents.</li></ul>
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**Annexure A**

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**Lease Plan**