

Dealing Number



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<b>1. Lessor</b> DENE CLIFFORD CHOAT & ANN GRACE CHOAT AS TRUSTEES UNDER INSTRUMENT NO 710446067	<b>Lodger</b> (Name, address, E-mail & phone number) Inside Out Legals for Chris Reeve & Co Solicitors P O Box 42 Tewantin Qld 4565 P 07 5449 7500 E <a href="mailto:reeve@chrisreeve.com.au">reeve@chrisreeve.com.au</a>	<b>Lodger Code</b> NR801
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<b>2. Lot on Plan Description</b> LOT 3 BUILDING UNIT PLAN 101375	<b>Title Reference</b> 50033321
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<b>3. Lessee</b> Given names DAVID JOHN	Surname/Company name and number SCROGINGS	(include tenancy if more than one)
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**4. Interest being leased**  
FEE SIMPLE

**5. Description of premises being leased**  
UNIT 3

**6. Term of lease**  
Commencement date/event: 04/4/2019  
Expiry date: 3/04/2021 and/or Event:  
#Options: 1 x 2 years  
#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

**7. Rental/Consideration**  
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 if not applicable

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

..... Signature  
Rodney Desmond Moore LOVELL full name  
J.P. No. 32588  
A Justice of the Peace for South Australia qualification

06 Dec 2019 / 04/2019 Execution Date  
Dene Clifford Choat (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)

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

..... Signature  
Rodney Desmond Moore LOVELL full name  
J.P. No. 32588  
A Justice of the Peace for South Australia qualification

06 Dec 2019 / 04/2019 Execution Date  
Ann Grace Choat (Lessor's Signature)

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

**9. Acceptance**

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

..... Signature  
DAVID CHARLES RONALD BARRIE full name  
..... qualification

06/04/2019 Execution Date  
David John Scrogings

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



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This is the Schedule referred to in Lease dated the <sup>June etc.</sup> day of ~~April~~ <sup>NY JP</sup> 2019, comprising 16 pages.

### TENANTS OBLIGATIONS

1. The Lessee to the intent that the obligations may continue through the term hereby created and any extensions or renewals thereof and any period thereafter during which the Lessee may be in occupation of the demised premises hereby covenants and agrees with the Lessors as follows :-

### RENT

- (a) The yearly rental for the first year will be **FIFTEEN THOUSAND & FIFTY FOUR DOLLARS AND FORTY EIGHT CENTS (\$15,054.48)** plus GST payable by calendar monthly payments of **ONE THOUSAND THREE HUNDRED & EIGHTY DOLLARS (\$1,380.00)** including GST, the first payment to be made on the 4<sup>th</sup> April 2019 and fortnightly thereafter payable fortnightly in the sum of \$636.93 to be made in accordance with Clause 1(b) hereof.

The Lessee will during the term hereby created punctually and regularly pay the rent hereby reserved without prior demand by the Lessors by paying the same without any deduction whatsoever by periodic payment from the Lessee's bank to the Lessors' account held with the **National Australia Bank 27 Torrens Street Victor Harbor in the State of South Australia 5222 BSB No 085 938 Account No 924502465** or otherwise to such person, firm, bank or institution as the Lessors shall from time to time in writing direct the Lessee.

### REVIEW OF RENT

- (b) The rental hereinbefore provided for payment shall be reviewed on each anniversary of the date of commencement of the Lease and during any extended term thereof on each anniversary of the date of the commencement of such extended term of the Lease. The rental hereinbefore provided for payment shall be reviewed on the first and second anniversary of the date of commencement of the further forms of the Lease during any extended term thereof on the first anniversary of the date of the commencement of such extended term of the Lease and the amount of rental determined at such review shall be calculated by multiplying the yearly rental paid by the Lessee for the Price Index for All Groups Brisbane as at 31<sup>st</sup> December in the immediately preceding year, the quotient thereof to be increased to the next whole dollar to become the new annual rent and to be paid by equal calendar monthly payments of one-twenty-sixth of the new annual rent and if the option hereinafter contained is exercised the rental hereinbefore provided for payment shall be reviewed at the beginning of the option period and the amount of rental determined at such review shall be as mutually agreed and failing agreement at a rental (being not less than the rental payable hereunder immediately prior to the expiration of the term hereof) determined by an independent Valuer registered under the Valuer's Registration Act of 1965 nominated for the purpose by the President for the time being of the Real Estate Institute of Queensland such valuer in making such determination to be considered to be acting as an expert and not as an arbitrator but in no case shall the new annual rent reviewed as above be less than the annual rent for immediately preceding year ending on the day prior to the year under review.

### REIMBURSEMENT

- (c) (i) The Lessee shall pay to the Lessors on notice or demand or within fourteen (14) days thereafter as and by way of reimbursement the total sum of the amounts accrued paid or payable by or levied on the Lessors on a basis in respect of the following outgoings:
- (ii) The whole of the nett rates taxes charges levies and assessments (other than land tax) at any time or from time to time payable to any government local government semi-government or other competent authority in respect of the land described in Item 6 together with the whole of any (but without limiting the generality of the foregoing) meter rents and excess water or other rates taxes charges levies and assessments relating solely to the Lessee's use or occupation of or activities on the demised premises as shall be paid as provided in sub-clause 1 (e) (iii).

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- (iii) All body corporate charges or levies payable by the proprietor of the demised premises with respect to the common property or the demised premises or as a result of the Lessee's occupation thereof except special levies or levies of a capital nature will be paid by the Lessors.
- (iv) Where any other charges referred to herein relate to the whole building or services or fees, etc., relate to the Lessee and other tenants, then the same shall be apportioned on an area basis depending on the area of demised premises compared with the other areas, or in the event of body corporate charges in proportion to the demised premises unit entitlement.
- (v) PROVIDED THAT the Lessee shall not be required to contribute any moneys for any charges or levies or special levies payable by the Lessors in respect of any structural improvements renovations repairs to the exterior of the demised premises or to the common property or the building of which the demised premises form part other than normal Sinking Funds Levies.

All Taxes assessments contributions or withholdings of the same payable by the Lessors by way of a Goods and Services Tax or of any other tax (other than income tax) payable by the Lessors with regard to rent, outgoings, or other moneys received by the Lessors and payable by way of a tax thereon to any Commonwealth State or Local Government Authority in addition to the rent levy charge or other payment required hereunder at the time of its payment to the Lessors, as may be at any time legislated and payable as at the time of payment to the Lessors as required.

INTEREST ON LATE PAYMENTS

- (d) The Lessee shall pay to the Lessors on written demand interest at the rate of 15% per annum on a daily basis capitalized and accumulated monthly from the date of receipt of such demand on any moneys payable by the Lessee to the Lessors pursuant to these premises and not paid within the time herein prescribed.

BUSINESS OF LESSEE

- (e) (i) Subject to Sub-Clauses (o), (p) and (q) hereof the making of rules and regulations for the proper conduct of the building of which the demised premises forms part the Lessee shall occupy and use the demised premises during the term hereby created and any extension thereof or any holding over **for graphic design, printing and signage and further provided that the Lessee shall not engage in or carry on the business of motor repairs and servicing and associated undertakings** and for no other purpose without the consent in writing of the Lessors first had and obtained AND PROVIDED that the Lessors does not warrant that the demised premises may be used by the Lessee for the purpose stipulated herein and the Lessee shall make his own enquiries from the Local Authority and obtain all licences and consents if necessary to use the demised premises for the purpose aforesaid and the Lessee acknowledges that it has entered into this Lease after making its own investigations in this regard and had not relied on any representations made by the Lessors or the Lessors servants or agents in that regard.
- (ii) The Lessee shall at all times during the said term carry on and conduct the said business in a proper and business-like manner, provide clean courteous attention for the customers of the business, preserve the goodwill thereof and shall keep the said business open at the usual hours of trading for businesses such as that carried on and conducted by the Lessee and shall not without the consent (which consent shall not be unreasonably withheld) in writing of the Lessors first had and obtained alter such business hours.
- (iii) If the business of the Lessee requires the provision of garbage, cleansing, water, sewerage, signage or other services rates levies or charges of any nature or kind whatsoever in addition to those being provided for the demised premises at the date hereof the whole of the cost thereof shall be paid by the Lessee.

NOT TO RENT

- (f) The Lessee, its servants, agent, licensees or invitees shall not hire or rent out all or any part of the demised premises for use as a residence or allow any person to sleep in or inhabit the same.

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**ASSIGNMENT**

- (g) The Lessee shall not assign transfer demise or under let (whether such assignment of transfer is registered or not) this within Lease or sublet or part with possession of the demised premises or any part thereof without the written consent of the Lessors first had and obtained PROVIDED THAT such consent shall not be arbitrarily or unreasonably withheld in favour of a respectable and financially responsible person or persons, firm or company of good business repute and stature AND PROVIDED FURTHER THAT the Lessee shall have caused such proposed assignee or sub-lessee to have produced to the Lessors satisfactory references in writing and confirming that he she it or they are of good respectability and substantial financial position and to have entered into such covenant or covenants binding himself herself itself or themselves to the due performance of the covenants conditions and stipulations on the part of the Lessee herein to be kept performed or observed as the Lessors shall consider necessary or desirable granting to the Lessors a Power of Attorney in like terms to the Power of Attorney contained in these presents AND PROVIDED FURTHER THAT the Lessee shall pay to the Lessors the cost of the Lessors' solicitors (on a solicitor and own client basis) and all charges, expenses, application fees, registration fees, architects and surveyor's fees and stamp duty in connection with the investigation of any proposed assignee, tenant or sub-lessee and in relation to such consent covenant and negotiations relating thereto and the production of any documents AND FURTHER PROVIDED THAT any such consent to assign or sublet or to share the occupancy of the demised premises or any part thereof shall be restricted to the assignment under-letting or sharing of occupancy specifically authorized and the liability of the Lessee for the payment of rental hereby reserved and for the due and faithful observance and performance of the covenants agreements and conditions on the part of the Lessee herein contained to be kept performed and observed shall remain in full force and effect AND PROVIDED FURTHER THAT if the Lessee shall seek consent to set over assign or transfer the demised premises to a proprietary company or any person firm or corporation the Lessors if it grants such consent may as a condition of granting the same require the directors and shareholders of the said company (or other persons satisfactory to the Lessors if the assignee is a private person) to give the Lessors joint and several guarantees guaranteeing the due performance of the Lessee's covenants under this Lease by the assignee in such terms as the Lessors' solicitors may require and at the cost in all things of the Lessee or the assignee.

**TO REPAIR**

- (h) (i) To maintain and keep and on the expiration or sooner determination of the said term to yield up to the Lessors every part of the demised premises (and all additions (if any) thereto and as to every part of the interior of the said demised premises) including all ceilings, walls, partitions, doors, window frames sashes and equipment plate and other glass, skylights, locks, bolts and other fastenings, keys hinges, internal pipes, drains, electric wiring and fittings, gas, water sanitary and other apparatus and fittings and fixtures of the Lessors provided for or appurtenant to the demised premises (including all apparatus fixtures fittings and articles as aforesaid and parts thereof substituted therefor hereunder), together with the Lessors' chattels, plant and equipment or replacements therefor reasonably satisfactory to the Lessors as listed together with the cost price thereof in the inventory hereto or additional thereto in good and substantial repair and condition and otherwise in accordance with the covenants herein contained or implied (fair wear and tear, structural defects or repairs and damage by fire occasioned otherwise than by the negligence of the Lessee or those claiming under it) flood, lightning, storm, tempest, aircraft or articles dropped from aircraft, malicious damage by persons over whom the Lessors has no control and other the Act of God or by riots or acts of war or the Queen's enemies or demolition (whole or partial) by or by order of any competent authority or other causes beyond the control of the Lessee excepted) PROVIDED THAT the Lessee shall pay to the Lessors upon demand being made by the Lessors the cost of works and repairs of a structural nature if such works and repairs are necessitated by the improper or negligent use by the Lessee or its servants agents licensees and invitees of the plant and equipment in the demised premises and PROVIDED FURTHER that the Lessee shall promptly give the Lessors notice in writing of any damage defect or deterioration which shall at any time be occasioned by fair wear and tear and which is likely to give rise or cause or contribute to any substantial injury to the demised premises.
- (ii) At the least once in every three (3) years (or at such longer intervals as the Lessors may specifically permit in writing having consideration to the state and condition of such paint work within the demised premises as compared with its state at the commencement of this Lease) after the date of commencement of the Lessee's tenancy with the proviso that the same shall be carried out in the last year of such tenancy whatever be the period of such tenancy in a thorough and workmanlike manner to the satisfaction of the Lessors to renew the wallpaper or to paint the inside wood and other works painted at the date of

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commencement of the term hereof with at least two (2) coats of proper paint of a type and in a colour or colours first approved in writing by the Lessors PROVIDED FURTHER THAT at the expiration or sooner determination of the term hereby granted or any extension thereof the Lessee shall remove or paint out all signs originally painted by the Lessee and restore the demised premises to the original state thereof as if such signs had not been erected or painted.

**NOT TO ALTER PREMISES NOR ERECT PARTITION WITHOUT CONSENT**

- (i) Not to make or suffer to be made any material or structural alterations or additions to the demised premises or to paint write mark on or to cut, deface alter or injure any of the walls partitions ceilings floors windows timbers or other parts thereof of whatsoever nature without the prior written consent of the Lessors in that behalf, but nothing herein contained shall prevent the Lessee from effecting without consent of the Lessors such alterations or additions to the demised premises hereinafter mentioned or such alterations of the fixtures and fittings of the Lessee as shall from time to time be considered necessary or expedient for the purpose of the Lessee's business which are not such as to involve any damage or risk of damage to the fabric of the building of which the demised premises forms part or the Lessors' chattels plant and equipment and which are first approved of in writing by the Lessors or architect for the time being nominated by the Lessors PROVIDED HOWEVER that the Lessors may require the Lessee to restore the demised premises to their original condition to the satisfaction of the Lessors' architect at the end or sooner determination of the term hereby created or any extension thereof or holding over thereunder and if the Lessee shall fail so to do the Lessors may cause the same to be done the Lessee paying to the Lessors all costs charges and expenses incurred thereby which shall be an immediate debt due and owing by the Lessee to the Lessors.

**REPLACE DAMAGED FITTINGS**

- (j) To replace with businesslike despatch any of the Lessors' apparatus fixtures fittings and articles and chattels plant and equipment or any part or parts thereof which may during the said term become broken worn out lost destroyed or unfit for the purpose for which the same are now used (damage by fair wear tear fire occasioned otherwise than by the negligence of the Lessee or those claiming under it flood lightning store tempest aircraft or articles dropped from aircraft malicious damage by persons over whom the Lessee has no control or other the Act of God or by riots or acts of war of the Queen's enemies excepted) by substituting therefor other apparatus fixtures fittings and articles and chattels plant and equipment of a like nature and equal in value subject always to the said exceptions.

**TO PERMIT THE LESSORS TO ENTER AND VIEW**

- (k) To permit the Lessors and the agents of the Lessors, together with builders workmen and appliances at all reasonable times upon reasonable notice to enter and view the state of repair and condition of the demised premises or of the building of which the same form part and of the Lessors' apparatus fixtures fittings and articles and chattels plant and equipment therein and to take inventories thereof and on written notice by the Lessors or the Lessors' agent left on the demised premises with some responsible employee of the Lessee to repair and amend in a proper and workmanlike manner and with all due despatch any want of reparation specified in any such notice and for which the Lessee is liable or responsible PROVIDED HOWEVER that any entry under this clause shall be in the company of a responsible officer of the Lessee except in the case of an emergency.

**TO INDEMNIFY THE LESSORS AGAINST BREACHES**

- (l) To indemnify and save harmless the Lessors from all claims loss and damage directly or indirectly arising out of or connected with the negligent or wilful use waste misuse or abuse of any water gas electric current or other fluid substance force or power or any water sewerage or other fixtures fittings or appliances or chattels plant or equipment upon the demised premises or the said building or out of the entrance of storm or rain water or any other element to the demised premises or any part of such premises or the throwing or

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falling of anything out of the windows or doors of the demised premises or into any passageway or landing of the said building or on any footpath pavement or laneway adjoining or adjacent thereto by the negligent act or default of the Lessee or the Lessee's servants, agents, licensees and invitees on the demised premises or any person over whom the Lessee has control.

**NOT TO CREATE A NUISANCE**

- (m) No noxious noisome offensive or illegal business occupation or calling shall at any time during the said term be exercised carried on permitted or suffered in or upon the demised premises by the Lessee and no act done in or upon the demised premises or any part thereof by the Lessee which shall or may be or grow to the annoyance nuisance grievance or disturbance of the occupiers or owners of adjoining or adjacent land or premises or other tenants of the Lessors.

**RESTRICTION ON USE OF PREMISES**

- (n) Not to use or permit the demised premises to be used for any purpose other than as stated in Sub-Clause (e) hereof. The Lessee will at all times give to the Lessors a faithful and true account of the nature of the business carried on by the Lessee and the times during which the demised premises shall have been kept open for business and in any proceedings in relation to the demised premises the onus shall be upon the Lessee to prove that the demised premises were used in accordance with this covenant and not otherwise.

**COMPLY WITH STATUTES**

- (o) To duly observe comply with fulfil and carry out so far as the same are applicable to the Lessee the provisions and requirements for the time being of the Local Authority Acts (so far as they do not involve the payment except as herein provided of rates levied upon the said premises or upon the owner and/or occupier thereof) and of the Local Government Acts, the Health Acts, and Factories and Shops Acts and all other Acts Federal or State the provisions whereof shall have effect in relation to the demised premises or the use thereof and all Orders Regulations Rules By-Laws Orders-in-Council and ordinances and other subordinate legislation under any such Acts and every modification amendment or re-enactment thereof and the provisions and requirements of all Local Authority Municipal City Health Fire Brigade and other statutory authorities and bodies affecting the demised premises during the said term, but nothing herein contained shall impose on the Lessee any liability to effect or pay for structural alterations or additions to the demised premises or any part thereof, except such as may be required to the Lessee's own fittings fixtures or erections or as may be occasioned by virtue of the particular nature of the Lessee's business and the number and/or sex of its employees.

**COMPLY WITH BODY CORPORATE BY-LAWS REGULATIONS & ORDERS**

- (p) To duly observe comply with fulfil and carry out so far as the same are applicable to the Lessee the by-laws, regulations, orders and lawful requirements of the body corporate or its council or its duly constituted officers, agents or employees from time to time.

**COMPLY WITH RULES OF INSURANCE COUNCIL OF AUSTRALIA**

- (q) Not to do or suffer or permit to be done anything by reason whereof the present or any future policy or present or any future policy or policies of insurance against fire on the building of which the demised premises form part may be rendered void or voidable or whereby the rate of premium thereof may be increased beyond the amount at present payable in respect thereof and to repay to the Lessors in satisfaction of any breach occasioning increased premium only all sums paid by the Lessors by way of increased premiums and all expenses incurred by the Lessors in or about any renewal of such policy or policies rendered necessary or caused by or incidental to a breach of this covenant all of which payments shall be deemed to be in addition to the rent hereinbefore reserved and shall be paid upon demand PROVIDED THAT the Lessee shall not be liable to pay any additional sum by reason of the proper carrying

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on of its business as specified herein AND PROVIDED FURTHER THAT the Lessee shall be responsible to insure its own fixtures and furniture effects fittings and other property of the Lessee.

**COSTS**

- (r) (i) Lessee shall pay all legal costs and outlays on a Solicitor and own client basis for the preparation, execution, stamping, registering this Lease together with stamp duty and registration fees payable hereon including the duplicate and triplicate thereof and all costs incurred by the Lessors from time to time of and incidental to:-
  - (ii) Complying with the requirements of the Commissioner of Stamp Duties.
  - (iii) Carrying out any of the terms and conditions of the Lease.
  - (iv) Any document prepared or to be prepared subsequently in fulfilment of any of the covenants conditions and stipulations herein contained and all costs and disbursements occasioned by the default or breach by the Lessee of its covenants herein and the exercise of any option by the Lessee.
  - (v) The adjustment and collection by the Lessors from the Lessee of the rental and outgoings hereunder.
  - (vi) Any notices required to be given to the Lessee in connection with the Lease and the demised premises.

**NOT TO MORTGAGE**

- (s) Not to mortgage charge or in any way give any security either at law or in equity over the Lease hereby granted without the consent in writing of the Lessors first had and obtained, but such consent (the cost of obtaining which shall be paid by the Lessee) shall not be arbitrarily or capriciously withheld.

**NOT TO ALTER FIRE EQUIPMENT**

- (t) Not to interfere with or alter or permit to be interfered with or altered the fire alarm system or fire equipment installed in the demised premises and to comply in all respect with all fire drill requirements of the Lessors or the Fire Brigade or any other public authority having jurisdiction.

**ADVERTISING SIGN**

- (u) Not to exhibit or place nor permit to be affixed upon any external wall or window or other part or parts of the demised premises or internally in such manner as to be visible outside the said building any object or any electric or illuminated sign signboard or hanging sign facia advertisement placard bordering lettering board poster notice or sign or other advertisement other than those approved by the Lessors in writing which approval shall not be unreasonably withheld and in default the Lessors may enter and remove at the Lessee's cost.

**PAY TELEPHONE ELECTRICITY AND GAS**

- (v) To pay and discharge punctually all telephone charges payable by the Lessee and where separately metered to pay to the Lessors or as the case may be, to the relevant Local Authority promptly upon demand the amount chargeable for electric light, power and gas consumed on the demised premises or assessed in respect thereof from the commencement date hereof and thereafter during the term of the Lease and during the term or any extended term hereof, and to maintain subject to any Telecom directions or order the current telephone number for the demised premises and if the Lessors shall pay any such charges for

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telephone electric light power or gas, then the Lessee shall refund the same to the Lessors promptly on demand.

**TO KEEP PREMISES CLEAN AND TO REMOVE GARBAGE**

- (w) To keep the premises clean and of neat and tidy appearance at all times and to remove trade garbage from the building and from the said land (including the adjoining land of the Lessors) and to keep all garbage bins in the area specified by the Lessors from time to time.

**NO AUCTION SALES AND NO OBSTRUCTIONS**

- (x) Not to hold any auction sale on the demised premises and not to obstruct the pavement entry and/or passage of or near the demised premises or use them or any of them for any other purpose than for ingress and egress to and from the demised premises.

**NOT TO CLOG DRAINS**

- (y) Not to use the water closets drains and other water apparatus for any purpose other than those for which they were constructed and not to throw or place in any closet or water apparatus or drain any tea leaves sweepings rubbish rags or other unsuitable substances AND any damage resulting to such apparatus from any such misuse by the Lessee or the servants or licensees of the Lessee shall be repaired and replaced by and at the expense of the Lessee and a certificate from any plumber employed by the Lessors shall be conclusive evidence as to the cause of such damage.

**NOT TO CREATE ANY FIRE OR HEALTH RISK**

- (z) Not to use nor permit to be used any chemical burning fluids oil acetylene or alcohol in lighting the demised premises or for any business or other purpose not to do or permit anything to be done in the demised premises nor to bring nor keep anything therein that may in any way make void or voidable or lead to an increased rate or premium being payable in respect of any policy or policies of insurance on the building or on any property kept therein or that may tend to obstruct or interfere with the rights of any other tenants or in any way injure or annoy them or conflict with any laws or regulations relative to fires health or otherwise or with the rules or regulations of any lawful authority or with any Act of parliament or Regulation thereunder for the time being in force or with any insurance policy upon the building or any part thereof or any contents therein. If the Lessee shall commit a breach of this sub-clause, then in addition to and without prejudice to any other rights and remedies of the Lessors hereunder the Lessee shall forthwith upon demand pay to the Lessors any increased premium.

**NOT TO OVERLOAD FLOORS**

- (aa) Not to overload the floors of the building or any electric mechanical or drainage service to any part of the building.

**GIVE NOTICE OF DEFECTS**

- (ab) To give to the Lessors forthwith notice in writing of any accidents to or defects in any of the service in and to the demised premises of which the Lessee is aware.

**NOT TO THROW ARTICLES**



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- (ac) Not to throw or permit to be thrown or dropped any article whatsoever out of the external windows or into the stairway air shaft skylights passages or corridors of the building.

**NO ANIMALS OR BIRDS**

- (ad) Not to keep in or allow in or about the demised premises any animal or bird whatsoever.

**INSTALLATION OF EXTERIOR AND INTERIOR BLINDS**

- (ae) To install exterior and interior blinds (including venetian blinds) curtains and drapes only with the prior written consent of the Lessors first had and obtained and if and whenever such consent shall be granted to observe and perform the directions and requirements of the Lessors in relation thereto.

**TO DELIVER KEYS**

- (af) Upon the expiration or sooner termination of the Lease to deliver to the Lessors all keys of the demised premises whether the same shall have been supplied by the Lessors or otherwise acquired by the Lessee.

**NO NOISE OR VIBRATION**

- (ag) Not to use nor permit to be used in or upon the demised premises any equipment engine motor or mechanical or electrical instrument which may cause noise or vibration without the prior consent in writing of the Lessors.

**ELECTRICAL OUTLETS**

- (ah) Not to use or permit to be used any device whereby any electrical point is made available for the supply of electricity to more than one item of electrically operated apparatus at the same time.

**PERMISSION TO ENTER AND VIEW**

- (ai) At all times during the said term, to permit the Lessors or any agent of the Lessors or prospective purchasers and during the three calendar months immediately preceding the termination of the tenancy to permit the Lessors or any agent of the Lessors or prospective tenants or purchasers and others with written authority from the Lessors or the Lessors' agent at reasonable times of the day to view the demised premises or any part thereof PROVIDED HOWEVER that any entry under this clause shall be in the company of a responsible officer of the Lessee, except in the case of an emergency.

**TO INSURE PLATE GLASS**

- (ai) to insure and keep insured with an insurance company approved by the Lessors against such risks as may be reasonably required by the Lessors or to assume all risks relating to any plate glass upon the demised premises whether or not such plate glass forms part of the external walls thereof PROVIDED THAT if the Lessee shall fail to pay any such premium on the due date for payment thereof the Lessors may pay the same and recover the amount thereof from the Lessee as for rent in arrears.

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**TO INDEMNIFY THE LESSORS AND TO INSURE AGAINST PUBLIC LIABILITY**

- (ak) To indemnify and keep indemnified the Lessors in respect of any accident howsoever occurring other than through the negligence of the Lessors which may occur in connection with the use by the Lessee or the Lessee's agents employees invitees licensees servants and visitors on any part of the demised premises and in connection with the use by the Lessee or the Lessee's agents employees and servants on the building or of any installation therein including passages and carpark and without limiting the generality of the foregoing including the passages and carpark of and to the building and to procure and maintain and from time to time and at all times during the term thereof (with an insurance company approved by the Lessors) a public liability policy in respect of the demised premises covering any accident caused or contributed to by the Lessee of the Lessee's servants agents and employees for a sum not less than ten million dollars (\$10,000,000.00) for any one claim.

**TREATMENT OF VERMIN**

- (al) To permit the Lessors to treat the demised premises for rodents and vermin at all times and to pay the costs thereof to the Lessors.

**REPLACEMENT OF LIGHTS**

- (am) To replace all fluorescent tubes and light bulbs as may be required from time to time, or on default or failure to do so to pay the Lessors for all fluorescent tubes and light bulbs replaced by the Lessors from time to time in the demised premises.

**NOT TO BLOCK ACCESS ROAD**

- (an) The Lessee or the Lessee's agents employees servants or invitees or licensees shall not park or otherwise stand their vehicles on any access road to or on any part of the land or any common property of any building units plan so as to block ingress, egress or access to the building or any of the other lots or the common property of any building units plan.

**RESTRICTED USE**

- (ao) The Lessee shall not sell L.P. gas.

**KEEP WINDOWS CLEAN**

- (ap) The Lessee shall at its own expense keep all windows in the demised premises clean and of good appearance and (if applicable) the show windows well lighted and attractively stocked.

**LESSORS' COVENANTS**

2. The Lessors **HEREBY COVENANT** with the Lessee as follows:-

**PAYMENT OF RATES AND TAXES**

- (a) To pay all rates taxes charges assessments and other outgoings, including State and Federal land taxes and body corporate levies now due or hereafter to become due in respect of the demised premises other than those hereinbefore agreed to be paid by the Lessee in whole or in part and those occasioned by any default on the part of the Lessee in fulfilling any of its obligations hereunder as and when the same shall become payable.

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**REMOVAL OF TRADE FIXTURES**

- (b) That the Lessee performing and observing all the covenants and agreements on its part herein contained or implied including the covenant for payment of rent shall be at liberty to remove all trade or Lessee's trade or fixtures and fittings (which term is expressly declared to include electric light fixtures and fittings and partitions installed by the Lessee with the consent of the Lessors but not structural alterations or additions) erected or installed by it provided that such removal can be effected without causing any substantial or irreparable damage to the demised premises or the building of the Lessors of which they form part, the Lessee hereby covenanting to make good all damage to the demised premises or the said building or any part thereof and/or to the fixtures and fittings of the Lessors which shall be caused by reason of the fittings of the Lessors which shall be caused by reason of the erection installation or removal of such trade or Lessee's fixtures and fittings.

**QUIET ENJOYMENT**

- (c) That the Lessee paying the rentals hereby reserved and observing and performing all the covenants and other obligations herein contained and on the Lessee's part to the observed and performed shall and may peacefully and quietly hold and enjoy the demised premises during the term hereby created and any extension or renewal thereof without any eviction or disturbance by the Lessors or any person or persons claiming at law or in equity by from or under the Lessors.

**PROTECTION ON RESALE**

- (d) The Lessors shall not transfer, assign, sell or otherwise dispose of the demised premises without procuring at the Lessors' expense a covenant from such transferee, assignee or purchaser to recognize and be bound by the conditional right of renewal contained in paragraph 8 hereof AND FURTHER to procure a like covenant so often as the demised premises shall thereafter be transferred, assigned or sold and shall indemnify the Lessee against any failure on the Lessors' part in this regard.

**MUTUAL COVENANTS**

3. It is hereby mutually covenanted and agreed by and between the Lessors and the Lessee as follows:-

**LESSORS NOT LIABLE FOR WATER DAMAGE**

- (a) The Lessors shall not be liable for any damage or loss whether to the person or to the goods chattels effects or property of the Lessee or the Lessee's servants agents employees nominees contractors customers invitees or licensees occasioned by the flow of water into or from the demised premises or by the escape of any matter or thing into or from the demised premises or in any other manner howsoever during the continuance of the term hereby created or any extension or holding over thereof AND the Lessee doth hereby indemnify and save harmless the Lessors and agrees at all times to indemnify and save harmless the Lessors from and against all or any claim or claims and liability and all or any costs charges losses actions suits proceedings damages or expenses made upon or occurring to or charges levied or assessed against the Lessors in consequence of the same or arising out of all or any of the matters aforesaid or on account of any neglect or default on the part of the Lessee to observe and perform any of the covenants or agreements on the part of the Lessee herein contained or by law implied.

**LOSS OR DAMAGE BY FIRE**

- (b) The Lessors shall not be liable for any loss or damage sustained by the Lessee arising directly or indirectly from fire or the overflow leakage or escape or the negligent or wilful use waste misuse or abuse by any person of any rain or other water gas electricity current or other fluid substance or force or the stoppage of any guttering spouting pipe drain or vent on the demised premises or the said building of the Lessors of which they form part or for any loss or damage arising from the accidental escape of any fluid force or substance into or upon the demised premises.

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STRUCTURAL ALTERATIONS

- (c) The Lessors may whenever it deems fit effect install and carry out any structural or other alterations improvements or repairs to the demised premises or the building of the Lessors of which they form part and the fixtures fittings apparatus and appliances therein or add another storey or other storeys over or above any such premises or any part thereof or add on or construct further buildings or structures on the said land or any adjoining land owned by the Lessors including the right to amalgamate or add or join such further buildings or structures to the demised premises and to open external walls and/or floors and/or roofs and/or ceilings of the demised premises in order to provide for access or passage to and from such further buildings or structures from or to the demised premises for any other purpose and in any other manner the Lessors may think fit, the Lessors in any such case undertaking to use its best endeavours to procure that any such alterations additions improvements or repairs shall be carried out by the Lessors in such manner as to cause as little inconvenience to the Lessee as reasonably possible and so as not to obstruct or interfere with the conduct of the business of the Lessee further than may be reasonably necessary or cause any unnecessary damage to the fittings or effects of the Lessee and the Lessors or any person or persons authorised by the Lessors in that behalf may at any reasonable time and upon reasonable notice enter upon the demised premises for the purpose of making such alterations additions improvements or repairs for any incidental purpose. Any damage or destruction of any fixtures signs fittings or property of the Lessee caused in doing any work as aforesaid shall be made good to the Lessee by the Lessors.

DEFAULT

- (d) (i) If the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days after the day on which the same ought to have been paid (although no formal or legal demand shall have been made therefor) or if the Lessee commits permits or suffers to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease and such breach or default continues for the space of fourteen days from the date the Lessors shall have served on the Lessee a notice pursuant to Section 124(1) of the Property Law Act 1974-1990 (it being specifically agreed by and between the Lessors and the Lessee that the said period of fourteen days is a reasonable time under the said Section 124(1) to remedy such breach) or if an order is made or a resolution is effectively passed for the winding up of the Lessee in the case of a company (except for the purpose of reconstruction or amalgamation) or if the Lessee being a natural person shall become bankrupt THEN and in any of such cases the Lessors may immediately or at any time thereafter and whilst such neglect or default continues, but subject to the provisions of Section 124 of the Property Law Act 1974-1990 enter (forcibly if necessary) into and upon the demised premises or any part thereof in the name of the whole and repossess the same as of the Lessors' former estate and expel the Lessee and those claiming under the Lessee and remove the effects of the Lessee without being taken or deemed guilty of any manner of trespass without prejudice to any remedies which might otherwise be used by the Lessors for arrears of rent or antecedent breach of covenants and that thereupon this Lease shall if the Lessors so elects determine cease and be at an end PROVIDED ALWAYS that if and when the power of re-entry herein contained shall have become exercisable by the Lessors, this Lease shall (but at the option of the Lessors) cease and determine and service on the Lessee of notice in the manner provided in Sub-Clause (l) hereof for the exercise of such option shall be deemed to be sufficient evidence of the intention of the Lessors so to do. Section 197(d) of the Property Law Act 1974-1990 is hereby expressly negated.
- (ii) It is expressly agreed by and between the Lessors and the Lessee that the covenants for due and punctual payment by the Lessee of the rent outgoings and other moneys hereby reserved constitute essential conditions of this Lease and the Lessors shall be entitled in addition to all other remedies which may otherwise be available to exercised by the Lessors at the option of the Lessors and notwithstanding any prior waiver of such right to treat any breach or default by the Lessee in the due and punctual performance thereof which shall continue for fourteen (14) days after the Lessors shall have served on the Lessee a notice pursuant to Section 124(1) of the Property Law Act 1974-1990 as repudiation of this Lease and notwithstanding that the Lessors shall have accepted such repudiation and re-entered into possession of the demised premises the Lessors shall be entitled to sue for and recover as loss and damage flowing from such breach or default the rent and other moneys payable by the Lessee for the whole of the balance of the term of the Lease current at the time of such repudiation except to the extent to which such loss and damage has been or should

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have been mitigated by the Lessors (in addition to any other loss and damage flowing from such breach or default and subsequent re-entry by the Lessors whether in respect of the period prior to or subsequent to the date of re-entry).

**HOLDING OVER**

- (e) If the Lessee shall with the consent of the Lessors remain in occupation of the demised premises after the expiration of the term hereby created or any extension or renewal thereof then and in such case the Lessee shall be a tenant from calendar month to calendar month from the Lessors of the demised premise on the terms of this Lease so far as the same are applicable to a calendar monthly tenant PROVIDED THAT such calendar monthly tenancy may be determined by one (1) calendar month's notice in writing given by either party to the other expiring on any day. Any notice required to be given to the Lessee may be delivered to the Lessee or sent by post addressed to the Lessee care of the demised premises and in the latter case the period of one (1) calendar month shall commence from the next working day following the day when the envelope containing the notice is posted.

**EXTERIOR ADVERTISING**

- (f) Save as herein otherwise provided all advertising rights in respect of the external walls of the demised premises are hereby expressly reserved to the Lessors.

**TOILETS**

- (g) The Lessee its servants agents and customers have the right to use (in common with the Lessors and the other tenants or licensees of the Lessors) such sanitary conveniences as shall from time to time hereafter be set apart by the Lessors or anybody corporate for that purpose, including sanitary conveniences situated inside the demised premises.

**TOTAL OR PARTIAL DESTRUCTION**

- (i) Section 105(a) of the Property Law Act 1974-1990 shall not apply hereto and in lieu thereof the following provisions shall have effect, that is to say :-

That in case of the total or partial destruction or damage of the demised premises by any cause and without any neglect or default on the part of the Lessee whereby the demised premises shall be rendered wholly or partially unfit for occupation or use, the payment of the rent hereby reserved or a proportionate part thereof according to the extent of the damage sustained and the covenant to repair hereinbefore contained so far as it has relation to any such damage or destruction as aforesaid shall be suspended until the demised premises shall have been reinstated in as good a state of tenantable repair as the same were immediately prior to such damage or destruction as aforesaid and if any question or difference shall arise as to whether the demised premises have been rendered wholly or partially unfit for occupation or use within the meaning hereof or what proportion of rent or to the extent to which the covenant to repair ought to be suspended on account of the damage to the demised premises or any other matter or thing in reference to the provisions of this sub-clause such question or difference shall except where herein otherwise provided be determined by reference to arbitration as hereinafter provided.

PROVIDED ALWAYS that nothing herein contained shall render it obligatory upon the Lessors to procure the demised premises to be rebuilt or reinstated or do so according to the present structure or design thereof and in the case of substantially total destruction of the said premises of the Lessors or of the demised premises the Lessors may at any time within three (3) calendar months from the date of such destruction by notice in writing to the Lessee determine the term hereby created AND PROVIDED ALSO that in the case of substantially total destruction of the demised premises without default on the part of the Lessee, it shall be lawful for the Lessee by notice in writing to the Lessors given within three (3) months of such substantially total destruction to determine the term hereby created without prejudice in the case of a determination under either of the foregoing provisions to the rights of either party accrued prior to such determination. In reinstating or partially reinstating the demised premises after any destruction or partial destruction the Lessors shall not be bound to conform to any condition structural or otherwise of the premises existing at the time of the destruction or partial destruction but may make all reasonable departure from the design of the premises existing just prior to such destruction so long as not less than

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the same amount of accommodation after the reinstatement remains for the purpose so the Lessee as is provided hereunder.

**LESSORSS PROTECTION AGAINST ACTS OF PARLIAMENT**

- (j) That so far as the same may lawfully be done no Act Order Regulation or Statutory provision now in force or hereafter to be made or issued in any wise tending to restrain restrict or delay the rights powers and remedies of the Lessors hereunder or whereunder any relief may be given to a Lessee shall apply hereto and the application thereof to these presents is hereby expressly negated.

**WAIVER**

- (k) Any time or other indulgence granted by the Lessors to the Lessee shall not affect the Lessors' strict rights hereunder and any licence or waiver by the Lessors in respect of any covenant agreement or condition herein contained or of any breach thereof shall be restricted to the specific occasions to which it relates or to the particular breach so waived and shall not be deemed to operate as a further licence or a waiver or a subsequent breach.

**GIVING OF NOTICES**

- (l) Any notice to be given or any demand to be made by either party to the other pursuant to this Lease may be given or made by a director or the secretary of either party or its solicitors and any such notice may be served by any of the methods mentioned in Section 347 of the Property Law Act 1974-1990 and it is agreed that the provisions of that Section shall apply to all notices served hereunder.

**FAILURE OF ELECTRICITY OR GAS SUPPLY**

- (m) It is agreed by and between the parties hereto that the Lessors shall not be responsible for any failure of the supply of electricity or gas at any time arising from any cause known or unknown nor shall the Lessors be liable for any injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity or gas supply or water supply (hot or cold) or any other services or facilities provided by the Lessors or enjoyed by the Lessee in conjunction with the demised premises.

**CLEANING SERVICES**

4. The Lessors may at its discretion provide a cleaning service for the common areas of the building and those other parts of the building to which the Lessee is entitled to access and of those other parts of the building and installations and erections upon the building site as are appurtenant to the building and without limiting the generality of the foregoing including the areas of common use passages interior and exterior windows and sanitary conveniences and the cleaners engaged by the Lessors the purpose of carrying out such cleaning service shall be entitled to access at all times outside of ordinary business hours to the demised premises if necessary for the purpose of such cleaning **PROVIDED ALWAYS** and it is hereby agreed that the Lessors shall in no way be responsible to the Lessee for any loss of property from the demised premises or any damage to the furniture or other effects or property of the Lessee arising out of the carrying out of such cleaning occasioned by any person or persons or employed by the Lessors. The Lessors shall not be responsible for failure to effect such cleaning or the quality thereof.

**RIGHT TO PROVIDE AND REPAIR SERVICES**

5. Subject to and without interference with the rights of the Lessee pursuant to the provisions of Clause 2(c) of this Lease, it is agreed that there is reserved to the Lessors the right at all times to have to lay and to maintain and to service and to repair and to replace from time to time pipes wires conduits and channels through and across and into and out of the demised premises for the purpose of conducting water air gas electricity telephone and sewerage and other cables and/or transmission through the demised premises and the right to alter and add to such pipes wires conduits channels cables and/or transmission from time to time as may be necessary for the convenience of the Lessors and the Lessors' other tenants, including the right to enter upon the demised premises from time to time with or without workmen for the purpose of laying repairing servicing or adding to any such pipes wires conduits channels

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cables and/or transmissions PROVIDED HOWEVER that any entry under this clause shall be in the company of a responsible officer of the Lessee except in the case of an emergency.

DISPUTE

6. In case any question or dispute shall arise between the parties hereto concerning any clause matter or thing contained in these presents or the meaning or construction thereof or any matter or thing in any way connected therewith or the rights duties or liabilities of either of the parties hereto or the representatives of either party under or in connection with these presents then and in every such case such question difference or dispute except where otherwise provided shall be referred to a single arbitrator sitting in Tewantin if the parties agree upon one and if they fail to agree upon one for a period of three (3) weeks after either party shall by notice in writing require the other to agree upon the appointment of an arbitrator then the same shall be referred to a single arbitrator sitting in Tewantin to be appointed by the President for the time being of the Queensland Law Society Incorporated AND the arbitrator shall have the power to take evidence on oath and to determine by whom the costs of the arbitration and award shall be borne and every such reference be deemed to be a reference to arbitration within the meaning of "Commercial Arbitration Act 1990" and last mentioned Act and in another Act in regard to arbitration for the time being in force in the said State AND this submission may be made a rule of the Supreme Court of Queensland at the instance of either party without notice to the other.

POWER OF ATTORNEY

7. The Lessee doth hereby for itself and the Lessee's executors, administrators, successors and permitted assigns irrevocably make nominate constitute and appoint the Lessors and any director manager or secretary for the time being of the Lessors and if the said land shall be mortgaged the mortgagee or mortgagees and any director or manager of the mortgagee or the mortgagees and each of them jointly and severally to be the true and lawful attorney and attorneys of the Lessee in the Lessee's name and as the act and deeds acts and deeds of the Lessee from time to time if and when the said attorney shall think fit for the purpose of giving full effect to the power of re-entry herein contained so that upon any default being made by the Lessee in the observance or performance of any of the terms covenants conditions or stipulations herein expressed or implied entitling the Lessors to re-enter upon the demised premises and whether he has done so or not to execute as the act and deed of the Lessee the Lessee's successors executors administrators or permitted assigns a surrender of these presents in favour of the Lessors and generally to do and perform all such further acts matters and things and to sign and execute all such notices as shall be necessary or as the attorney or attorneys may deem necessary or proper for or in relation to all or any of the purposes or matters aforesaid and also to give to the Lessors possession of the demised premises AND to sign any such documents correct for the purposes of registration for the Lessee as may be necessary AND the Lessee DOTH HEREBY for the Lessee and the Lessee's successors and permitted assigns ratify and confirm and agree at all times to ratify and confirm whatsoever the said attorney or attorneys shall do or purport to do by virtue of these presents AND the Lessee DOTH HEREBY AUTHORIZE AND EMPOWER the said attorney or attorneys to acknowledge in its name and as the Lessee's act and deed this power of attorney and to register and record the same in any office in the State of Queensland and to procure to be done any and every act matter and thing whatsoever which may in any wise be requisite or proper for authenticating and giving full effect to this power of attorney.

OPTION

8. If at the date of exercise of the option for renewal of the term hereby created hereinafter mentioned the Lessee shall have duly paid the rent hereby reserved and providing there shall not be any subsisting or outstanding breach or breaches of the covenants terms and conditions as at the expiration of the term hereby created and not remedied within fourteen (14) days of the demand having been made in this regard and providing the Lessee shall have given to the Lessors during the last six (6) months of the original term hereby created at least three (3) calendar month's notice in writing of the Lessee's desire to exercise the option herein contained then the Lessee shall have an option of renewal of this Lease for a period of **two (2)** years commencing from the expiration of the term hereby created at the rental hereinbefore determined and otherwise upon the same terms conditions and stipulations as are herein contained so far as the same are applicable, except that the Lease for the Option period shall make no provision for any further option AND IT IS HEREBY DECLARED that the intention of the parties is that the total period of Lease available hereunder to the Lessee if the options are exercised shall not exceed **four (4)** years at such rental determined in the manner as hereinbefore set out.

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**MORTGAGEE'S CONSENT**

9. This Lease is subject to the Lessors obtaining the consent of its Mortgagee to the terms and conditions hereof and hereof and for the purpose of obtaining such consent the Lessors and the Lessee will execute such documents as may be reasonably required by the Lessors' Mortgagee and shall pay the Lessors' costs of obtaining such consent.

**REMOVAL OF CHATTELS**

10. At the expiration or prior determination of the term hereby created if the Lessee shall fail to remove all and singular the goods chattels and effects which the Lessee is entitled to remove, the Lessors may at the Lessors' option and is hereby authorized in the name of the Lessee and as the Lessee's agent so to do remove all or any of the same from the demised premises and without responsibility for loss at the Lessors' discretion to dispose of the same or sell the same by auction or by private contract and all or any expenses costs or charges to which the Lessors may be put or suffer in so doing shall be an immediate debt payable to the Lessors by the Lessee on demand.

**CONFLICT**

11. (a) If the terms conditions or stipulations or any of them in this Lease contained or implied shall conflict with the terms conditions or stipulations contained in the document comprising any Schedule hereto the provisions of this Lease shall prevail.
- (b) If the provisions of any Act or Acts of Parliament shall conflict with any of the terms conditions and stipulations herein contained so far as the law allows such terms conditions and stipulations as are herein contained shall prevail.

**HEADINGS**

12. The explanatory headings of these presents against all or any clause or clauses herein contained shall not control or affect the interpretation hereof and these presents shall be read and construed without reference to the said headings.

**INTERPRETATION**

13. That except to the extent to which such interpretation shall be excluded by or to repugnant to the context the expression "the Lessors" as herein or in the Schedules hereto used shall mean the Lessors and the Lessors' executors, administrators, successors and assigns and the expression "the Lessee" as herein or in the Schedules hereto used shall mean and include the Lessee and the successors, executors, administrators and permitted assigns of the Lessee and where two or more persons are Lessees and the successors, executors, administrators and permitted assigns of them and each and every or any of them and the word "Lessee" shall unless repugnant to the context or obvious meaning extend to and include any permitted sub-tenant of the Lessee. Words importing the singular or plural number shall be deemed to include the plural and singular number respectively and words importing any gender shall include each other gender or the neuter as the case may require and when two or more persons are Lessees all covenants in these presents contained shall be deemed to bind the Lessees and any two or greater number of them jointly and each of them severally and shall also bind the successors, executors, administrators and permitted assigns of them jointly and severally (or in the case of a corporation its successors and permitted assigns) and references to statutes shall include any statutes amending consolidating or replacing the same.