

Dealing Number

Duty Imprint



Privacy Statement

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

RH O/S

1. Lessor

Lodger (Name, address & phone number)

Lodger Code

Robb

Rob Arnold & Rita Helder
ATF Helder Superannuation Fund
ABN: 49 279 616 257

2. Lot on Plan Description

County

Parish

Title Reference

Lot 1 on SP141636

Ward

Nerang

50385922

3. Lessee

Given names

Surname/Company name and number

(include tenancy if more than one)

NGC Super Signs Pty ;Ltd
T/A Open2View Sign Services Gold Coast
ABN: 90 602 898 635

4. Interest being leased

Fee Simple

5. Description of premises being leased

The whole of the Lot/Land

6. Term of lease

Commencement date: 15/01/2018

*Expiry date: 14/01/2019

**Options on page 9, 10 & 14

*not required for leases in a retirement village **insert nil if no option

7. Rental/Consideration

see 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

Witnessing officer must be aware of his/her obligations under section 161 of the Land Title Act 1994

Witnessing Officer

Execution Date

Lessor's Signature

[Signature].....signature

11/1/2018

[Signature]
.....
R Helder

GRAEME SALT.....full name

[Signature]

GRAEME SALT.

9. Acceptance

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

Witnessing Officer

Execution Date

Lessee's Signature

[Signature].....signature

08/01/2018

[Signature]
.....

Riana Viljoen.....full name

[Signature]
.....
RH

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RENT

- 1.1. You must pay the rental hereby reserved without any formal or other demand by equal monthly instalments in advance at the times and in the manner aforesaid without any abatement or deduction whatsoever.
- 1.2. Each amount, of whatever description, payable by You to Us under this Lease is expressed exclusive of GST. In addition to any amount payable, You must pay to Us, subject to the provision of a tax invoice in accordance with this clause, a sum equivalent to the GST payable, if any, by Us in respect of that amount. Our right to payment under this clause is subject to a valid tax invoice being delivered to You. If an Australian Business Number is quoted by Us or by You the party quoting such number shall be deemed to be registered for GST. For the purpose of this Lease: "GST" means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of a similar effect levied from time to time; "GST Act" means A New Tax System (Goods and Services Tax) Act 1999.

2. DEALING WITH THE PREMISES

- 2.1. You must get our consent before you deal with the premises or your interest in the premises (for example, assigning or licensing it).
- 2.2. We must give our consent to an assignment and we may consider giving our consent if all of the following are obeyed:
 - 2.2.1. you prove to us that the new person is financially secure, and has the necessary experience to run the business;
 - 2.2.2. you and the new person do anything that we reasonably require concerning the dealing (for example, giving us a stamped transfer of lease);
 - 2.2.3. you and the new person must enter into any agreement (for example, deed of consent) or give any personal guarantee that we reasonably require;
 - 2.2.4. the new person must give any bank guarantee that we reasonably require;
 - 2.2.5. the new person must give to us a power of attorney in the same terms as contained in Clause 20.1 or as we may reasonably require;
 - 2.2.6. and you are not in breach of the lease;
 - 2.2.7. If you are a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691), a change in the effective control of the corporation is deemed to be an assignment of the lease and you will need to comply with this clause.

3. USE

- 3.1. Not without our previous consent in writing first had and obtained carry on or permit to be carried on in or upon the Premises or any part thereof any trade, business, profession, occupation or activity other than that specified in Item 7 and not to do or permit to be done in or upon the Premises or any part thereof anything of an illegal, improper or immoral nature or anything which is likely to bring the reputation of the Premises into disrepute. You acknowledge and declare that no promise, representation, guarantee or undertaking has been given by Us or our agent in respect of the suitability of the Premises for any business to be carried on therein or to the fittings, finishes, facilities and amenities of the Premises.

4. OUTGOINGS

- 4.1. You shall from time to time during the term hereof immediately upon demand pay to Us in addition to the rent that sum equal to our proportion as calculated in accordance with Clause 4.5 of the Outgoings as defined in Clause 4.4.

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- 4.2. We may at our sole discretion in lieu of the provisions of Clause 4.5 require You to pay estimated Outgoings by instalments. If We requires You to pay the Outgoings by instalments pursuant to this Clause You shall pay to Us in each accounting period as set out in Clause 4.3 hereof a proportion of the Outgoings for that accounting period. We shall prior to the commencement date of each accounting period furnish to You an estimate of the Outgoings payable by You for the next ensuing accounting period and You shall pay Your proportion of such estimated Outgoings by equal periodical payments on the dates appointed for the payment of instalments of yearly rentals. At the end of each accounting period the Outgoings for that accounting period shall be calculated and an adjustment shall be made as between Us and You by the payment of any deficiency by You to Us or the refunding or crediting of any excess by Us to You as the case may require. A statement signed by Us shall be prima facie evidence of the Outgoings for each accounting period.
- 4.3. The first accounting period shall commence on the date of commencement hereof and conclude on the Thirtieth day of June next ensuing: The last accounting period shall commence on the First day of July immediately preceding the date of determination of the term hereof and shall conclude on the date of determination. Between the first accounting period and the last accounting period the term hereof shall be divided into accounting periods of twelve (12) months each commencing on the First day of July and concluding on the Thirtieth day of June.
- 4.4. For the purpose of this clause the words "Outgoings" shall be the aggregate of all amounts paid by Us or for the payment of which We may be or become liable in any one accounting period in respect of the Land and improvements erected thereon on account of:
- 4.4.1. Rates charges and other levies payable to the local authority in which area the Land is located other than such of those charges as are payable by You in terms of this Lease or by any other lessee of part of the Land or the Centre as a condition of lease;
 - 4.4.2. Rates and charges payable to any local authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services;
 - 4.4.3. All rates and taxes (other than land tax) 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 any Federal State or local authority and whether on a capital or revenue value or any other basis and even though of a novel character) which may at any time after the date of commencement of the term hereof be assessed charged or imposed in respect of the Land or the Centre 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;
 - 4.4.4. Insurance premiums including stamp duty thereon for insurance on structures, public risk insurance, workers' compensation insurance, loss of gross rents insurance and any other insurances effected by the Us in relation to any risk relating to the Our ownership of or interest in the Land or the Centre but exclusive of any excess or penalty premium recoverable from any lessee of the Land;
 - 4.4.5. The cost of operating and supplying all services from time to time provided by Us in common for You or occupiers of the Land;
 - 4.4.6. The cost of repairs to and maintenance of the Land and improvements erected thereon other than expenditure incurred by way of rebuilding or additions to the Land or the Centre;
 - 4.4.7. The cleansing of the common areas and the interior and exterior of the Land or the Centre but not including any part of the said improvements demised to any lessee;
 - 4.4.8. Electricity consumed in the common areas, garbage and trade waste disposal, gardening and landscaping expenses and provision of security and/or caretaking services;
 - 4.4.9. Any other expenses properly and reasonably incurred in the conduct of the Land and the Centre.



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- 4.5. The Outgoings for each accounting period shall be calculated on an accrual and prepayment basis and to that end all such outgoings costs and expenses shall be deemed to have been paid at the time when the obligations to pay debit or charge the same arise notwithstanding the actual date of payment thereof and any such outgoings costs and expenses which are assessed at intervals or for periods other than an accounting period or which may vary during an accounting period shall be apportioned so far as may be necessary to calculate outgoings for each accounting period. The proportion of the Outgoings payable by You shall be that percentage set forth in Item 10 of the Appendix hereto OR if the We increase the total lettable area upon the said land that proportion which the floor area of the Premises bears to the total lettable area upon the said land PROVIDED HOWEVER that if the Your business requires the provision of garbage and cleansing services in addition to those normally provided and as a result of the nature of the business conducted by You then the whole of the cost of such additional garbage and cleansing services shall be paid by You.

5. INSURANCE

- 5.1. You shall at all times effect and keep current during the term hereby created or any holding over or renewal thereof in respect of the Premises a public risk policy for a sum of not less than TEN MILLION DOLLARS (\$10,000,000.00) in respect of any single accident or event. Such policy shall indemnify Us against actions suits claims and demands of any kind arising from the use by You, Your servants, agents, invitees or licensees of the Land or the Centre. The form of policy shall bear an endorsement as to the aforesaid indemnity in Our favour.
- 5.2. Should the Premises or any appurtenances thereto contain any plate glass windows You shall at Your own expense insure and keep insured such plate glass and shall at Our request from time to time produce to Us the certificates or renewal certificates. In any event You shall forthwith at Your own expense repair or replace as may be necessary all glass upon the Premises which shall during the said term become damaged or broken from any cause whatsoever.

6. MAINTENANCE

- 6.1. You shall keep repair and maintain the Premises and all appurtenances and additions thereto and any goods chattels and effects leased therewith in good and tenantable repair and conditions fair wear and tear and damage by fire storm flood or act of God excepted and shall keep all drains, water pipes and sanitary and water apparatus in good repair and free from obstruction PROVIDED ALWAYS AND IT IS HEREBY AGREED that nothing herein contained shall render You liable for any major or structural repairs alterations additions or amendments to the Premises not directly necessitated by the use to which You put the Premises.
- 6.2. You shall at your expense and to Our satisfaction replace, repair and renew all keys, latches, locks, windows, doors, garage and roller doors glass panels, glass shades and filament and other lights that may be lost broken or require renewal during the term hereof. The articles and materials used for such replacements and renewals are to be approved by Us or Our authorised agent and You shall upon the expiration or sooner determination of this Lease surrender and yield up the same intact in all respects and return all keys of the demised premises to Us.

7. MISUSE

- 7.1. You shall make good damage resulting from any act which may choke, block, stop, break or otherwise damage the sewerage drains, wash basins, sanitary apparatus and mechanical installations in or on the Premises all of which You agree are neither choked, blocked, stopped, broken or otherwise damaged at the date of commencement hereof and shall give to Us immediate notice in writing of any accident or defect in the Premises and/or the Land or the Centre or the water or sewerage or gas pipes or electric light fixtures installed thereon.

8. ALTERING THE PREMISES

- 8.1. You must get our consent before you alter, install any equipment in, re-design the interior of, build a partition in, or do any other building work in the premises and particularly if that may affect the standard or safety of the premises.
- 8.1.1. If you carry out any works in the premises, you must obey the requirements of all laws and government authorities (and, if we request you to do so, you must keep us informed of and involved in the process of obtaining the approvals of all relevant authorities to such works).
- 8.1.2. You must ensure that all agents, contractors and other persons carrying out works in the premises hold all necessary current licenses to carry out the works.
- 8.1.3. You must ensure that all work carried out by you or on your behalf is carried out at the times and in a manner which causes no damage or nuisance to and which minimizes disturbance and inconvenience

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to others occupying or using the centre. You must comply with our directions in relation to your obligations under this clause.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1. In this clause:

- 9.1.1. "WHS Act" means the Workplace Health and Safety Act 1995 (Qld); and
- 9.1.2. "WHS Regulation" means the Workplace Health and Safety Regulation 1997 (Qld).
- 9.1.3. If you carry out any works within or about the premises which falls within the definition of "construction work" under section 13A of the WHS Act, you are deemed to be the principal contractor for that construction work for the purposes of the WHS Act.
- 9.1.4. As principal contractor, you are responsible for the construction work at all times until the work is completed, and you must ensure that the construction work is carried out in accordance with the requirements of the WHS Regulation and the WHS Act.
- 9.1.5. We authorise you to undertake such steps as are necessary to discharge your obligations under the WHS Regulation and WHS Act.

10. TIME

10.1. Time shall be of the essence of all Your obligations hereunder and You shall indemnify Us against and pay all Our costs and expenses which We may sustain or incur as a consequence of any failure on Your part to perform any obligations on Your part herein contained or implied on the due date in respect thereof.

11. CLEANLINESS

11.1. You shall keep the Premises and all appurtenances thereto in a clean and tidy condition and shall not permit rubbish to accumulate in upon or about the Premises or any part thereof.

12. COSTS

12.1. You shall on demand pay on an indemnity basis all costs (as between Solicitor and own client) and expenses of and incidental to stamping and registration of these presents including the stamp duty hereon (if any) as assessed from time to time and also on an indemnity basis all such costs and any charges and expenses (including legal expenses calculated on a Solicitor and own client basis) or monies which We may expend or be put unto or pay in consequence of any default that may be made by You in the performance of observance of any covenant or condition or agreement herein contained or implied or which shall have been authorised entered into or made by You.

13. NUISANCE

13.1. You shall not create or allow to be created any nuisance in upon or about the Premises or the appurtenances thereof and shall not allow any nuisance to exist or remain in or upon any portion of the Premises and shall not do any matter or thing in or upon the Premises or any part thereof which shall be or become an annoyance nuisance grievance damage or disturbance to the tenants occupiers or owners of adjoining premises.

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14. ENTRY

14.1. You shall permit Us and Our agents servants and workmen at all reasonable times upon reasonable notice first given to You full right of ingress egress or regress in to or upon the Premises and any and every part thereof and to examine the condition thereof and for any other purpose connected with these presents and upon notice in writing being given by Us of all defects and want of repair to You are to well and sufficiently repair and make good all defects and want of repairs according to such notice and agreements herein contained PROVIDED THAT in case You shall not within fourteen (14) days after such notice commence to proceed diligently with the execution of the repairs mentioned in the notice (if the same are required under the terms hereof to be carried out by You) it shall be lawful for Us to enter upon the Premises and to execute such repairs and the cost thereof shall be a debt due by You to Us and forthwith recoverable by action PROVIDED HOWEVER that nothing contained in these presents shall in any way render You liable to carry out any works alterations or additions of a structural nature, unless occasioned by the business from time to time carried on upon the Premises or the manner or method of carrying on such business.

15. SIGNAGE

15.1. You shall not to cause or permit any advertising or other sign or advertisement or hoarding to be painted or erected or otherwise placed in or on the Premises or any part thereof without Our prior written consent PROVIDED THAT such consent shall not be unreasonably withheld to the using or exhibiting of any advertisement or sign customary and/or incidental to Your class of business if such advertisement or sign strictly complies with the by-laws of the local or other authorities PROVIDED FURTHER that the size colour and design of such sign or notice shall be subject to Our approval BUT nothing herein contained shall be construed so as to give You authority to erect use or exhibit any neon light or sign or advertisement AND You shall at the expiration or sooner determination of the term hereby granted or any extension or renewal thereof forthwith remove or clean off any advertising or other sign advertisement or hoarding painted erected or placed on the Premises and restore the latter to the condition of such premises immediately before such advertisement or sign was erected or set up.

16. AUCTION

16.1. You shall not hold any auction sale on the Premises and shall not obstruct the pavement entry passages and stairways of or near the Premises or use them or any of them for any other purpose than for ingress or egress to and from the Premises.

17. COMPLIANCE

17.1. You shall at Your own expense from time to time and at all times duly and punctually comply with conform to and observe the provisions of all Statutes having application to the Premises or the business from time to time being carried on therein and all requirements and orders of any authority statutory or otherwise in all cases in which non-compliance therewith or non-observance thereof would or might impose some charge or liability upon Us or upon the Premises or any part thereof structural alterations or improvements excepted, unless such structural alterations or improvements are required as a direct result of the type of business being conducted on the Premises and/or the number or sex of Your employees servants and agents.

18. END OF LEASE

18.1. You shall on the expiration or sooner determination of the said term or any extension or renewal thereof yield up the Premises and any goods and chattels leased therewith in good and tenantable repair and condition in accordance with the covenants herein contained and shall further do all such acts and things and sign all such documents and writings as may be necessary to put Us in full possession and enjoyment of the Premises.

18.2. You shall at Your expense and to Our satisfaction replace, repair and renew all keys, latches, locks, windows, doors, glass panels, glass shades and filament and other lights that may be lost broken or require renewal during the term hereof - the articles and materials used for such replacements and renewals to be approved by Us or Our authorised agent and You shall upon the expiration or sooner determination hereof surrender and yield up the same intact in all respects and return all keys of the Premises to Us.

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19. DIRECT CHARGES AND EXCESS

19.1. You shall pay all charges, outgoings and bonds in respect of electric power and light and gas (if any) and all telephone charges and all water charges excess water rates trade waste charges (if any) cleansing dues and licence permit or inspection fees which may from time to time be assessed imposed levied or charged in respect of or attributable to the Premises or Your occupancy or use thereof and if We shall pay same then You shall refund the amount thereof to Us immediately upon demand.

19.2. The Lessee shall from time to time on demand by the Lessor pay to the Lessor all extra or excess premiums, stamp duty, GST and brokerage fees (if any) for insurances on the demised premises or the building required on account of extra risk caused by the use to which the demised premises are put by the Lessee or required by the reason of any breach by the Lessee of any of the provision of this Lease.

20. POWER OF ATTORNEY

20.1. You hereby irrevocably make nominate constitute and appoint and in Your place and stead put and depute Us to be your attorney at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration by Us or in the case where we are an incorporated body by the person for the time being exercising the functions of the manager or secretary thereof) to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered and for this purpose to use Your name AND from time to time to appoint a substitute or substitutes and such appointment or appointments at pleasure to revoke and another or other substitute or substitutes to appoint AND GENERALLY to do execute and perform any act deed matter or thing relative to the premises as fully and effectually as you could do in and about the premises AND You do hereby covenant to ratify and confirm all and whatsoever the said attorney or attorneys or any substitute or substitutes shall lawfully do or cause to be done in and about the Premises.

21. ENJOYMENT

21.1. We hereby covenant with You that if You shall promptly pay the rent hereby reserved and observe and perform Your covenants and agreements in this Lease throughout the said term or any extension or renewal thereof You shall peaceably hold and enjoy the Premises during the said term without any interruption by Us or any persons lawfully claiming under or in trust for Us.

22. OFFENSIVE TRADES

22.1. You will not carry on offensive trades and the Third Schedule to the "Property Law Act 1974-1976" shall apply in respect of this covenant.

23. HOLDING OVER

23.1. If You shall with Our consent remain in occupation of the Premises after the expiration of the term hereby created or any extension or renewal thereof then and in such case You shall be a tenant from month to month from Us of the Premises on the terms of this Lease so far as the same are applicable to a monthly tenancy PROVIDED THAT such monthly tenancy may be determined by thirty (30) days notice in writing given by either party to the other and expiring on any day. Any notice required to be given to You may be delivered to You or sent by post addressed to You care of the Premises and in the latter case the period of thirty (30) days shall commence from the day following the day when the envelope containing the notice is posted. It is expressly agreed that these provisions shall vary the provisions of Sections 130, 131, 132 and 134 of the "Property Law Act 1974-1976" to the extent that such provisions would otherwise apply to this Lease.

24. ABATEMENT

24.1. If at any time during the said term or any extension or renewal thereof the Premises or any part thereof shall be destroyed or damaged by fire storm flood or tempest riot or civil commotion, without any default or neglect on Your part as to be unfit for occupation for use for the purpose for which they shall for the time being be occupied or used THEN the rent hereby reserved or a fair and just proportion thereof according to the damage done shall be suspended and cease to be payable as long as the same shall remain unfit for occupation or use as aforesaid.

25. INTEREST

25.1. It is agreed that without prejudice to the Our rights in the case of default in payment of rental or other charges due by You to Us under this Lease, arrears of payments hereunder shall accrue interest at the rate set forth in Item 13 per centum per annum running from the date when the same should have been paid.

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26. REINSTATEMENT

26.1. Upon the expiration or sooner determination of the said term or any extension or renewal thereof You shall at Our option reinstate the Premises to the condition in which they were prior to You effecting any alterations or additions or works defacing the Premises fair wear and tear excepted PROVIDED THAT You shall not be liable to carry out any re-instatement in respect of any alterations or additions or works in respect of which We have specifically agreed re-instatement shall not be necessary and which are not removed by You Your servants or agents.

27. COMPANY

27.1. If You are a duly incorporated company and if at any time after the date hereof the person or persons who either individually or in the aggregate owns a majority of its voting shares at that time cease to own a majority of such shares (except as a result of transfers by inheritance) You shall so notify Us and the transfer of such majority of its voting shares shall be deemed to be a transfer of Your interest in this Lease pursuant to Clause 2 hereof and the provisions of that clause shall mutatis mutandis apply to the transfer of the majority of its voting shares. This clause shall not apply wherever You are a company, the voting shares of which are listed on a recognised stock exchange in Australia or if at least eighty per cent (80%) of its voting shares are owned by another company the voting shares of which are so listed.

28. NOTICES

28.1. Unless otherwise provided for herein any notice required or authorised by this Lease or by law to be served or given to You shall be in or maybe so served or given by being left at your last known place of abode or business in the State of Queensland or affixed to or left for You at the Premises or sent in a prepaid letter addressed to You at the last known place of abode or business and service shall be deemed to be made at the time in which the registered letter would in the ordinary course of post be delivered.

29. RENT REVIEW

29.1. The annual rental payable in respect of the second and subsequent rental years of the original term hereby granted and in respect of the second and subsequent rental years of any extended term created in consequence of the exercise of the option or options (whichever the case may be) for renewal contained herein (if any) shall be subject to review as and from the commencement of each such rental year (hereinafter called the "review date") in accordance with the following formula:

$$R2 = \frac{R1 \times C2}{C1}$$

Where for the purposes of this clause only: **R2** equals the annual rental payable as and from the given review date; **R1** equals the annual rental payable for the rental year immediately preceding the review date; **C2** equals the Consumer Price Index (All Groups) for the City of Brisbane as published by the Australian Statistician for the last complete quarter immediately preceding the review date; **C1** equals the Consumer Price Index (All Groups) for the City of Brisbane as published by the Australian Statistician for the last complete quarter immediately preceding the date of commencement of the rental year immediately preceding the review date;

PROVIDED THAT if Item 11 of the Appendix has been completed then the above formula shall not apply in such circumstances the annual rental payable as from the relevant review date be that percentage set forth in Item 11 of the Appendix hereto more than the rental under review.

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30. OPTION

- 30.1. If You shall give to Us not later than three (3) calendar months before the expiration of the term hereby created written notice of Your desire to obtain a renewal or extension of the said term pursuant to this clause and if at the date of giving such notice and at the expiration of the said term there shall be no existing or unremedied breach of the covenants conditions and stipulations on Your part herein contained or implied, then subject to the execution by You within fourteen (14) days after receipt thereof of an appropriate agreement for extension (to be prepared and stamped by Our Solicitors at Your expense, such costs and expenses shall be deemed to fall within the covenant of Yours contained in Clause 12 and shall be binding with all necessary adaptations on You) We will grant to You a renewal or extension of the said term for a further period set forth in Item 5 of the Appendix hereto (hereinafter called "the first extended term") commencing the day following the date of expiration of the said term upon the same terms and conditions as are herein set out save and except this present clause for renewal and save and except that the rental payable by You during the first extended term shall be as determined as provided for elsewhere herein.
- 30.2. If You shall give to Us not later than three (3) calendar months before the expiration of the term hereby created and as extended pursuant to Clause 30.1 written notice of Your desire to obtain a renewal or extension of the said term pursuant to this Clause and if at the date of giving such notice and at the expiration of the said term as extended pursuant to clause 30.1 there shall be no existing or unremedied breach of the covenants conditions and stipulations on Your part herein contained or implied, then subject to the execution by You within fourteen (14) days after receipt thereof of an appropriate agreement for extension (to be prepared and stamped by Our Solicitors at Your expense, such costs and expenses shall be deemed to fall within the covenant of Yours contained in Clause 12 and shall be binding with all necessary adaptations on You) We will grant to You a renewal or extension of the said term as extended pursuant to Clause 30.1 for a further period set forth in Item 6 of the Appendix hereto (hereinafter called "the Second extended term") commencing the day following the date of expiration of the said term upon the same terms and conditions as are herein set out save and except this present clause for renewal and save and except that the rental payable by You during the Second extended term shall be as determined as provided for elsewhere herein.
- 30.3. The annual rental payable for the first year of any extended term shall be that sum as may be mutually agreed upon between the parties or failing such agreement within one (1) month from the date of commencement of the relevant rental year (notwithstanding the acceptance of rental by Us at the rate provided during any preceding rental period) that sum being that amount representing current market rental for the first rental year of the relevant extended term as determined by an expert being a Valuer (who is both a practising real estate agent and a member of the Australian Institute of Valuers) nominated for that purpose by the President for the time being of the Real Estate Institute of Queensland. In reaching any such determination the Valuer shall be deemed to be acting as an expert and not as an arbitrator and accordingly the provisions of the Commercial Arbitration Act 1990 shall not apply and the Valuer shall receive and consider submissions from You and Us provided that such submissions shall be made within seven (7) days of demand by the Valuer. The fee of such Valuer shall be borne by You and Us in equal shares notwithstanding the result of any such determination and if in the first instance the whole of such fee shall be paid by Us to the Valuer You shall pay to Us upon demand one-half (1/2) of any fee so paid to the Valuer. Any such determination by such Valuer shall be communicated in writing by the Valuer to both You and Us and such decision shall be final and binding upon You and Us for the purpose of this clause PROVIDED ALWAYS that if Item 12 of the Appendix has been completed the rental payable for the first rental year of any extended term shall not be less than that percentage set forth in Item 12 of the Appendix hereto more than the rental payable for the rental year immediately preceding the relevant first rental year of the relevant extended term.

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31. C.P.I.

31.1. If at any time during the term hereby granted or any extension or renewal thereof the Consumer Price Index (All Groups) figures for the City of Brisbane published by the Australian Statistician shall be discontinued or modified then the Australian Statistician shall be asked to nominate the Index or Authority which in his opinion is the most practical for the purpose of measuring any variation in the cost of living in the City of Brisbane as required for review of rental from time to time in respect of the term certain or any extension or renewals thereof and the figures under such Index or Authority which in his opinion correspond to the Consumer Price Index (All Groups) for the City of Brisbane shall be adopted in lieu of such Index figures for the City of Brisbane for the purpose of such review PROVIDED FURTHER that should the Australian Statistician fail to nominate an Index or Authority practical for the purpose of measuring any variation in the cost of living in the City of Brisbane as aforesaid within one (1) month after the relevant review date then the annual rental payable as and from any given review date thereafter shall be fixed by mutual agreement between You and Us and failing agreement as to the amount of such annual rental within a period of two (2) months from the review date in question (notwithstanding the acceptance of rental by Us at the rate provided for during the immediately preceding year) the dispute as to the annual rental to be paid as and from that review date shall be determined by an expert being a Valuer (who is both a practising Real Estate Agent and a Member of the Australian Institute of Valuers) nominated for that purpose by the President for the time being of the Real Estate Institute of Queensland PROVIDED ALWAYS in no circumstances shall the annual rental upon review (whether pursuant to the above formula or as determined by the abovementioned Valuer or otherwise) be less than the annual rental payable during the immediately preceding year. In reaching any such determination the Valuer shall be deemed to be acting as an expert and not as an arbitrator and accordingly the provisions of Commercial Arbitration Act 1990 (as amended) shall not apply and the Valuer shall receive and consider submissions from You and Us provided that such submissions shall be made within seven (7) days of demand by the Valuer. The fee of such Valuer shall be borne by You and Us in equal shares notwithstanding the result of any such determination and if in the first instance the whole of such fee shall be paid by Us to the Valuer You shall pay to Us upon demand one-half (1/2) of any fees so paid to the Valuer. Any such determination by such Valuer shall be communicated in writing by the Valuer to both You and Us and such decision shall be final and binding upon You and Us for the purpose of this clause.

32. TERMINATION

32.1. You shall commit a breach or fail to observe or perform any of the covenants contained or implied in this Lease on Your part to be observed and performed or fail to pay to the rent reserved as provided herein (whether expressly demanded or not) or that You or other person or persons in whom for the time being the term hereby created shall be vested shall be found guilty of any indictable offences or felony or shall commit any act of Bankruptcy or become bankrupt or make any arrangement for the benefit of his or her or their creditors or enter into an agreement or make any arrangement with his or her or their creditors for liquidation on his/her or their debts by composition or otherwise; or being a company, proceedings shall be taken to wind up the same either voluntarily or compulsory under any Act or Acts relating to companies (except for the purposes of reconstruction or amalgamation) then and in any of the said cases We notwithstanding the waiver by Us of any previous breach or default by You or Our failure to take an advantage of any previous breach or default at any time thereafter (in addition to its other powers) may forthwith re-enter either by Ourselves or by Our agent upon the Premises or any part thereof in Our name and take the Premises so as to retake possession and enjoy them in their first and former estate and for that purpose We may break open any inner or outer door fastening or other obstruction to the Premises and forcibly eject and put out You or Your permitted assigns or transferees and any such other persons therefrom and any furniture property and other things found therein respectively without being liable for trespass or assault.

33. SECURITY AMOUNT

- 33.1. On or before the commencement date, you must give us the security amount in Item 8
- 33.2. We may draw on the security amount even if this lease is not registered.
- 33.3. We may use the security amount to recover our loss due to any breach of the lease by You. You must immediately give us a security amount for any amount used. When the lease ends and you have vacated and made good the premises, we must promptly return to you any part of the security amount not needed to recover any of our loss.




Title Reference 50385922

34. PROTECTION ON SALE

34.1. We shall not transfer or assign the freehold of the Premises without first obtaining the execution by any proposed purchaser transferee or assignee of a Deed of Covenant with You whereby such purchaser transferee or assignee agrees to recognise and be bound by the provisions of this Lease and not to further sell transfer or assign the freehold of the Premises without first obtaining the execution of a similar Deed of Covenant by any subsequent purchaser transferee or assignee.

35. COMPLETE LEASE

35.1. The covenants and provisions contained in this Lease expressly or by statutory implication cover and compromise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof and the continuance of any such implication or collateral or other agreement is hereby negated.

36. ABANDONMENT

36.1. On the expiration or sooner determination of this Lease We may besides any other rights and remedies that We might have remove Your property and store it at Your expense without being liable to the tenant for trespass detinue conversion or negligence. After storing it for at least fourteen (14) days We may sell or dispose of the property by auction private sale gift distribution or otherwise. We may apply any proceeds towards any arrears of rent or other monies or towards any loss or damage or towards the payment of storage and other expenses.

37. NO REPRESENTATIONS

37.1. You acknowledge that We have not made any representations to You or, if made, they did not induce you to enter into this lease.

38. INTERPRETATION

38.1. In this Lease:

- | | |
|---------------------|--|
| "we, us, our" | means the person described in Item 1 of the Appendix i.e. the Lessor. Where relevant, it includes the manager, our employee, agent or any person we authorise. |
| "you, your" | means the person described in Item 2 of the Appendix i.e. the Lessee, and where relevant, includes your employee, agent, or any person you allow on the premises or any employee or agent you allow in the centre. |
| "centre" | means the land (and all the improvements thereon) of which the Premises form part and includes the Premises, common areas, buildings, structures, and property we own or control. |
| "common areas" | means the areas of the centre we provide for common use, and includes car parking areas, footpaths, access ways, entrances, stairs, elevators, bridges, toilets, and loading docks. |
| "Commencement Date" | means that day set forth in Item 4 hereto. |
| "financial year" | means 1 July to 30 June in any year. |
| "guarantor" | means a person described in Item 9 of the Appendix. |
| "item" | means (except in the Form 7) an item in the Appendix hereto unless otherwise stated. |
| "land" | means the land in Item 2 of the Form 7, together with any adjoining land we use at any time for the purposes of the centre. |
| "lease" | means this lease, the schedule, reference schedule, the centre rules (if annexed) and any annexures. |
| "manager" | means any manager we appoint from time to time to manage the centre. Where relevant, it includes the manager's employee, or any person the manager authorises. |
| "Outgoings" | is defined in Clause 4. |



Title Reference 50385922

"Premises" means the premises described in Item 3 and includes our property within the premises. It includes the area from the upper surface of the concrete slab of the floor to either:

- (a) where there is no suspended ceiling, the under surface of the concrete slab of the ceiling or roof; or
 - (b) where there is a suspended ceiling, the upper surface of the suspended ceiling (including suspension system),
- and to the inside surface of the walls.

"your property" means all property inside the premises which you own or lease and includes all fixtures, fittings, signs, equipment, goods, and if you own or lease it, the shopfront.

Headings contained herein are for convenience only and shall not be used or considered in construing this lease nor shall same be used to limit, extend or vary the terms and conditions hereof.

39. GUARANTEE

39.1. The Guarantor in consideration of the Us having at the Guarantor's request as testified by the Guarantor's signature hereto agreed to lease the Premises to You does hereby irrevocably and unconditionally guarantee to Us the due and prompt performance by You of all of Your obligations (including payment of all monies payable by You) under the Lease as from time to time amended. The Guarantor acknowledges and agrees that the Guarantor's obligations hereunder are both joint and several and the Guarantor shall not be discharged or released from this guarantee by any arrangement between Us and You with or without the Guarantor's consent as guarantor or by any alteration in the obligations undertaken by You or by any forbearance whether as to payment time performance or otherwise. The Guarantor agrees that the guarantor is liable to us if you or any person to whom you assign the lease, breaches the lease The Guarantor agrees to pay us the amount of our loss.

39.2. The guarantor is liable:

- 39.2.1. even if we do not sue You or do not enforce all of our rights against You;
- 39.2.2. even if the lease is varied;
- 39.2.3. even if the lease is unregistered;
- 39.2.4. even after the lease ends – for any breach that occurred before the lease ended or arose out of the lease ending; or
- 39.2.5. even if a guarantor has not signed the lease.

39.3. If We sell or assign all or part of our interest in the centre, We may also assign the benefit of the guarantor's obligations in this clause.



Title Reference 50385922

40. SPECIAL CONDITIONS

- 40.1 The Lessee acknowledges and hereby declares that no promise, representation, guarantee or undertaking has been given by Agent in respect of the suitability of the property for the permitted use.
- 40.2 The Lessor discloses and the Lessee acknowledges that the existing components of the alarm system are not operable and the Lessee agrees that should he require an alarm system to be installed that cost shall be the Lessee's responsibility.
- 40.3 The Lessor hereby gives approval for the Lessee to install anchor bolts in the floor slab to secure pallet racking and the Lessee acknowledges that on vacation of the premises he shall remove all anchor bolts patch the concrete floor and patch paint the floor on completion of the repairs.
- 40.4 In the event that the Lessor decides to sell the premises during the term of the Lease the Lessor shall give the Lessee the First Right of Refusal to purchase the premises on whatever terms and conditions the Lessor chooses at that time.
- 40.5 The Lessor agrees to leave the reception desk and 2 chairs for the Lessee's use and the Lessee acknowledges all items are in excellent condition and are to be kept in that condition or replaced at the expiration of the Lease.
- 40.6 The Lessor agrees to leave the 2 Gold Coast City Council bins for the Lessee's use and the Lessee agrees to pay the Lessor the Gold Coast City Council's charge for the bins.



OS RH

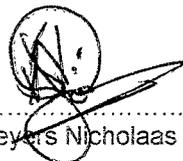
RH Title Reference 50385922

APPENDIX

Robb

- ITEM 1: Lessor - *Robb* Rob Arnold & Rita Helder ATF Helder Superannuation Fund
ABN: 49 279 616 257
- Address of Lessor - 38 Everest Drive, Southport QLD 4215
- ITEM 2: Lessee - NGC Super Signs Pty Ltd
T/A Open2View Sign Services Gold Coast
ABN: 90 602 898 635
- Address of Lessee - 34 Forest Oak Drive Upper Coomera QLD 4209
- ITEM 3: Real Property Description - Lot 1 on SP141636
- Address of Premises - Unit 1, 11 Expansion Street, Molendinar QLD 4214
- ITEM 4: Commencement Date - 15th January 2018
- Term - 1 year
- Rental - \$24,000.00 per annum (plus GST)
- ITEM 5: Option No. 1 - 1 year
- ITEM 6: Option No. 2 - 1 year
- ITEM 7: Permitted Use - Sign Company & associated office
- ITEM 8: Security Amount - \$2,200.00
- ITEM 9: Guarantors - Beyers Nicholaas Viljoen
- Guarantors' Address - 34 Forest Oak Drive, Upper Coomera QLD 4209
- ITEM 10: Percentage of Outgoings - NIL
- ITEM 11: Minimum Rent Increase -
- ITEM 12: Option Rent Increase -
- ITEM 13: Interest on Arrears - 15% per annum

SIGNED SEALED AND DELIVERED)
by the said Beyers Nicholaas Viljoen)
as **GUARANTOR** in the presence of:)


.....
Beyers Nicholaas Viljoen

Riana Viljoen
.....
(Witness) Print name


.....
Signature

CRS RH