

Dealing Number

Duty Imprint



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1. Lessor	Lodger (Name, address & phone number)	Lodger Code	
Robert William Hegarty and Lindy Mae Hegarty			
2. Lot on Plan Description	County	Parish	Title Reference
Lot 30 on SP204852			50792530
3. Lessee Given Names	Surname/Company Name and Number	(include tenancy if more than one)	
	The Inevents Group (TIG) Pty Ltd ACN 626 851 205		
4. Interest being leased	Fee Simple		
5. Description of premises being leased	The whole of the land		
6. Term of lease	7. Rental/Consideration		
Commencement date/event: 02/07/2018			
Expiry Date: 01/07/2021	See Schedule		
#Options: 2 x 3 years			
# insert nil if no option or insert option period (eg 3 years or 2 x 3 years)			
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 162 of the Land Title Act 1994			
.....signaturesignature		
.....full name	Director		
.....qualificationqualification		
Witnessing Officer	Execution Date	Director/Secretary	
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		Lessor's Signature	

9. Acceptance			
The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.			
.....signaturesignature		
.....full name	Director		
.....qualificationqualification		
Witnessing Officer	Execution Date	Director/Secretary	
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		Lessee's Signature	

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- Item 1 **Term:**
3 years
- Item 2 **Rent**
\$19,800.00 per annum (plus GST).
- Item 3 **Review Date(s) (CPI/Market/Fixed):**
(a) **CPI Review Dates** N/A
(b) **Market Review Dates** Upon exercise of the option
(c) **Fixed Increases**
 (i) **Fixed Increase Dates** 2/07/19, 2/07/20, 2/07/22, 2/07/23, 2/07/25, 2/07/26
 (ii) **Fixed Increase Percent** 4%
- Item 4 **Minimum Increase Percentage**
4%
- Item 5 **Agreed Proportion of Outgoings**
100%
- Item 6 **Permitted Use**
Office and warehouse
- Item 7 **Insurance - Public Risk**
\$20,000,000.00
- Item 8 **Option Periods**
Option Term 1: 3 years from 2 July 2021 to 1 July 2024.
Option Term 2: 3 years from 2 July 2024 to 1 July 2027.
- Item 9 **Security**
Nil while the tenant is The Inevents Group (TIG) Pty Ltd ACN 626 851 205
- Item 10 **Guarantors**
N/A
- Item 11 **Deposit**
N/A

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1. DEFINED TERMS

Certain words used in this document and the rules of interpretation that apply are set out and explained in clause 22.2 at the back of this **Lease**.

2. RENT AND OTHER PAYMENTS

2.1 Payments

The **Tenant** must pay the **Landlord**:

- (a) the **Rent**
- (b) the **Agreed Proportion of Outgoings**
- (c) charges for **Services** to the **Premises** during the **Term**
- (d) stamp duty assessed on the **Lease** and costs of registering the **Lease**
- (e) costs of preparation of the survey plan attached to the **Lease**
- (f) the **Landlord's** reasonable legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease including any costs in obtaining the consent of the **Landlord's** mortgagee.
- (g) all reasonable costs and expenses incurred by the **Landlord** in relation to any notice given to the **Tenant** in accordance with this **Lease**, lawful determination or attempted determination of this **Lease**, the surrender of this **Lease**, the granting of any consents, proceedings lawfully brought by the **Landlord** to enforce the **Tenant's** performance and obligations under this **Lease**
- (h) any reasonable additional or unusual charges and expenses incurred by the **Landlord** at the request of the **Tenant**
- (i) any other payments arising from the **Tenant's** use of the **Premises**.

2.2 Manner of Payment

- (a) The **Tenant** must pay the **Rent**:
 - (i) by equal monthly instalments in advance on the first day of each month
 - (ii) the first payment must be made on the **Commencement Date**
 - (iii) if necessary the first and last instalments must be apportioned on a daily basis.
 - (iv) the **Tenant** shall pay all payments due to the **Landlord** by electronic transfer into the **Landlord's** bank account as the **Landlord** directs in writing.
- (b) The **Tenant** must pay the **Agreed Proportion of Outgoings** for each **Financial Year** in the manner notified in writing by the **Landlord** and in the absence of notification in the same manner as **Rent**. A certificate by the **Landlord** or authorised representative of the **Landlord** is prima facie evidence of the **Outgoings** for each **Financial Year**.
- (c) The **Tenant** must make all other payments promptly to the relevant assessing authority if assessed directly against the **Tenant** but otherwise to the **Landlord** upon receipt of an invoice.
- (d) Payments must be made as the **Landlord** directs.

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- (e) Within ninety (90) days after the expiry of each **Financial Year** the **Landlord** must provide the **Tenant** with a statement containing the actual **Outgoings** for the **Building** or the **Land** for the immediately preceding **Financial Year**. Within fourteen (14) days of the statement being provided, the **Landlord** must refund any overpaid **Outgoings** and the **Tenant** must pay any shortfall.

2.3 Charges for Electricity

The **Tenant** acknowledges that if the **Landlord** supplies electricity to the **Tenant** as provided in the *Electricity Act 1994* and Section 244 of the *Electricity Regulations 1994* that the **Landlord** has elected to recover the cost of it from the **Tenant** as provided in that Act.

2.4 Interest

If the **Tenant** is late in paying the **Landlord** any money, the **Landlord** may charge the **Tenant** interest calculated on any late payments at the rate of two percent (2%) per month or any part of a month. All interest charged must be paid on demand.

2.5 GST

- (a) "**Additional Rent**" means, for the period referred to, an amount equal to the total of:-
- (i) 10% of the **Rent** for that period; and
 - (ii) 10% of that part of the **Agreed Proportion of (Estimated) Outgoings** less any input tax credit obtained, or obtainable, for the **Outgoings** (or a proportional part if the **Agreed Proportion of (Estimated) Outgoings** is less than 100%) by the **Landlord** for that period.
 - (iii) 10% of the value of any other taxable supply under this **Lease** supplied by the **Landlord** to the **Tenant** less the amount of any input tax credit for such supply obtained by the **Landlord** for that period.

"**GST**" means a goods and services tax or any similar impost or duty which is, or may be, levied or becomes payable in connection with the supply of the **Premises** or any goods, services or other things by the **Landlord** to the **Tenant** under this **Lease**.

- (b) The **Tenant** agrees to pay **Additional Rent** for each year of the **Term** in the same manner as payment of Rent or the **Agreed Proportion of (Estimated) Outgoings**, as appropriate.
- (c) This clause will not apply to any period after the **Rent** payable under this **Lease**: -
- (i) is agreed by the parties in writing to be inclusive of GST; or
 - (ii) is reviewed on a basis that is inclusive of GST;

until the day before the **Rent** payable under this **Lease** is reviewed as being market **Rent** under Item 3(b) of the Schedule of this **Lease**.

For the purpose of this sub clause the **Rent** payable will be deemed to have been reviewed on a basis that it is exclusive of GST unless the valuer, or person reviewing the rent, advises in writing that it has been reviewed on a basis that is inclusive of GST.

- (d) The percentage referred to in sub-clause (a) will be deemed to be varied to such higher or lower rate as the rate of GST is varied from time to time.
- (e) In respect of each payment by the **Tenant** under this **Lease** the **Landlord** agrees to deliver to the **Tenant** as required under *A New Tax System (Goods and Services Act 1999)* ("the Act") tax invoices in the form which complies with the Act and the Regulations, to enable the **Tenant** to claim input tax credits in respect of the taxable supply.

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3. RENT REVIEWS

3.1 CPI Review

Where **CPI Review Dates** are inserted in Item 3(a) of the Reference Schedule the **Rent** must be reviewed on each **CPI Review Date** to an amount which is the greater of the **Rent** payable immediately prior to the **CPI Review Date** multiplied by the percentage in Item 4 of the Reference Schedule and the amount represented by A where:

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

Where B = the **CPI** for the quarter ending immediately before the relevant CPI review date.

C = the **CPI** for the quarter one (1) year before the quarter in B; and

D = the **Rent** payable immediately before the **CPI Review Date**.

3.2 Market Review

- (a) Where **Market Review Dates** are inserted in Item 3(b) of the Reference Schedule the **Rent** must be reviewed at each **Market Review Date** to an amount equal to the current market rent for the **Premises** at the commencement of the year under review.
- (b) At any time not earlier than four (4) months (in which regard time is not essential) prior to **Market Review Date** the **Landlord** may notify the **Tenant** in writing of the amount which the **Landlord** considers to be the current market rent for the **Premises**;
- (c) Should the parties be unable to agree on the rent to apply for that rental year the **Tenant** may notify the **Landlord** in writing within twenty eight (28) days from receipt of the notice from the **Landlord** under clause 3.2(b) (in which regard time is essential) that the **Tenant** requires the rent to be determined under clause 3.2(f);
- (d) Unless notice is given by the **Tenant** within the time specified in clause 3.2(c) the amount stated in the **Landlord's** notice given under clause 3.2(b) is deemed to be accepted by the **Tenant** as the current market rent;
- (e) If the **Landlord** fails to give notice referred to in clause 3.2(b) within the period of four (4) months, the **Landlord** will not forfeit its right to give notice at any later date or its right to receive the benefit of any increase in rent as from the **Market Review Date** and in that case clause 3.2(c) and (d) continues to apply and any increased rent agreed to be paid or determined to be payable takes effect and is calculated from the **Market Review Date**.
- (f) If the **Tenant** gives notice under clause 3.2(c) the current market value must be determined by a **Valuer**, acting as an expert and not an arbitrator, to be agreed upon by the **Landlord** and the **Tenant** or failing agreement, as nominated by the President of the **API**.
- (g) The costs of the **Valuer** must be borne equally by the **Landlord** and the **Tenant**.
- (h) In arriving at a decision, the **Valuer** must be instructed to:
 - (i) take no account of any increase in rental value of the **Premises** attributable at the review date;
 - (ii) take no account to any improvements to the **Premises** carried out by the **Tenant** by way of fit out;
 - (iii) have regard to the terms of this **Lease**;

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- (iv) disregard any goodwill of the **Tenant's** business; and
- (v) make no reduction on account of the value of any incentives provided to lessees or other occupiers of comparable premises and the value of any incentive provided by the **Landlord** to the **Tenant** to enter into this **Lease**.

3.3 Fixed Review

Where **Fixed Increase Dates** are inserted in Item 3(c)(i) of the Reference Schedule then from and including each **Fixed Increase Dates** the **Rent** increases by the corresponding percentage set out in Item 3(c)(ii) of the Reference Schedule.

3.4 Rent Not to Decrease

The **Rent** in any year will not in any circumstances be less than the greater of:-

- (a) the rent for the previous year; or
- (b) an amount equivalent to the percentage in Item 4 of the Reference Schedule multiplied by the Rent payable in the immediately preceding year.

3.5 Payment of Rent Prior to Review

- (a) Until a determination of **Rent** is made, the **Tenant** must pay the **Rent** payable before the date of the relevant review.
- (b) Any variation in **Rent** resulting from a review takes effect on the relevant review date.
- (c) Within fourteen (14) days of a determination, the **Landlord** must refund any overpaid **Rent** or the **Tenant** must pay any shortfall.

4. USE OF THE PREMISES

4.1 Use of Premises

- (a) The **Tenant** must bring the **Premises** into active and bonafide use for the **Permitted Use** and for no other purpose.
- (b) The **Landlord** does not warrant the **Premises** are suitable for any purpose or may be used for the **Permitted Use**.

4.2 Conduct

The **Tenant** must not:

- (a) allow the **Premises** to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the **Landlord**
- (b) hold or permit to be held any auction or similar sale in the **Premises**
- (c) use any form of power other than gas or electric current or gas supplied through meters
- (d) overload the **Services**
- (e) damage the **Landlord's Property**

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- (f) alter the **Premises**, install any partitions or equipment or do any building work
- (g) do anything that may invalidate the **Landlord's** insurance or increase the **Landlord's** premiums
- (h) display, paint or erect any signs, save standard business signage
- (i) knowingly use or allow the **Landlord's Property** to be used for any purpose other than those for which they were designed
- (j) interfere with any drains, water supply, gas, electrical, plumbing, air conditioning equipment or other services or any of the **Landlord's Property**.
- (k) prepare and cook for sale or other commercial purpose any food on the **Premises**.
- (l) use any apparatus which radiates heat except where consistent with the **Permitted Use**.
- (m) bring any heavy machinery, plant or equipment onto the **Premises** unless it is reasonably necessary for the **Permitted Use** and in any case must not overload the floors, walls or ceilings
- (n) make holes, deface or damage floors, walls or ceilings or other parts of the **Premises**
- (o) install any vending or amusement machines
- (p) use or install any product or property in the **Premises** likely to cause damage

4.3 Consent

The **Tenant** may seek the **Landlord's** written consent to any of the matters in clause 4.2 which can be granted at the **Landlord's** discretion.

4.4 Tenant's Obligation

The **Tenant** must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the **Permitted Use** in the **Premises**
- (b) obey all reasonable directions and rules given by the **Landlord** relating to use of the **Building**.
- (c) obey any rules made by the **Landlord** relating to the operation, safety, use, occupation and management of the **Building**.
- (d) immediately notify the **Landlord** of any damage to, defect or disrepair in the **Services** or the **Landlord's Property**
- (e) immediately notify the **Landlord** of any infectious diseases notifiable to the relevant health authority occurring on the **Premises** of which it is aware
- (f) immediately provide the **Landlord** with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the **Premises**
- (g) at the expiration or sooner determination of the **Term** return all keys of the **Premises** to the **Landlord**
- (i) lock all exterior doors and windows in the **Premises** and the **Building** when the **Premises** or the **Building** are not being used

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- (h) keep the **Premises** open for business during the usual trading hours of businesses of a similar nature
- (i) pay all charges, assessments or impositions which may be levied in respect of the **Premises** during the **Term** and arising as a result of the use and occupation of the **Premises** by the **Tenant**
- (j) keep the **Premises** free from pests and vermin
- (k) comply with the reasonable requirements of the **Landlord's** mortgagee

4.5 Common Area Use

The **Tenant** may use the **Common Areas** together with other persons authorised by the **Landlord**, subject to the restrictions specified in this **Lease**.

5. MAINTENANCE AND REPAIR

5.1 Repair

The **Tenant** must:

- (a) keep the **Premises**, including all signage in good repair and condition except for fair wear and tear, and structural defects and/or repairs
- (b) fix any damage caused by the **Tenant** or its employees use
- (c) repair, maintain or replace all glass in the **Premises**, the doors locks windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the **Premises**
- (d) during the last year of the **Term**, and more often if reasonably required by the **Landlord** having regard to the condition of the **Premises**, paint the walls, ceilings and other painted surfaces of the interior of the **Premises** with two (2) coats of first quality paint in a proper and workmanlike manner, in the original colours or in such other colours approved by the **Landlord**.
- (e) maintain and repair any air conditioning unit in the **Premises**. The **Tenant** must enter a service contract with a reputable company for the regular servicing of the air conditioning unit and provide a copy of the contract to the **Landlord** upon demand. The **Tenant** acknowledges and agrees that the **Landlord** may elect in its absolute discretion and without notice to the **Tenant** to carry out any obligations of the **Tenant** under this clause 5.1(e) and recover the costs of doing so through the **Outgoings**.
- (f) In the event that a blockage occurs within any pipes, originating with the **Premises** between their points of origin and their entry into any trunk, drain or grease trap, then it will be cleared by a licensed tradesman employed by the **Tenant** at the **Tenant's** cost.

5.2 Cleaning

The **Tenant** must:

- (a) keep the **Premises** clean and tidy, consistent with the nature of the business conducted on the **Premises**
- (b) keep the **Tenant's Property** clean and tidy
- (c) pay to the **Landlord** on demand the reasonable cost of cleaning the **Premises** if the **Landlord** and **tenant** agree to use a cleaning service supplied by the **Landlord** to the **Premises**.
- (d) allow any cleaners from a cleaning service supplied by the **Landlord** to the **Premises** access to the **Premises** at all reasonable times.

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5.3 Landlord's Right to Inspect and Repair

- (a) Upon giving the **Tenant** two (2) days' notice in writing, the **Landlord** may inspect or carry out repairs, maintenance, or building work in or around the **Premises** at any reasonable time. In an emergency, the **Landlord** may enter at any time without giving the **Tenant** notice.
- (b) The **Landlord** may carry out any of the **Tenant's** obligations under this **Lease** if the **Tenant** does not carry them out on time or as reasonably directed by the **Landlord**. If the **Landlord** does so, then the **Tenant** must pay the **Landlord's** expenses.

5.4 Tenant's Works

- (a) The **Tenant** must not carry out any building work without the **Landlord's** consent. The **Landlord** cannot unreasonably refuse to give its consent if:
 - (i) the **Landlord** approves the **Tenant's** drawings and specifications for the works
 - (ii) the **Tenant** and the **Landlord** agree on the type, quality, colour and size of the materials to be used
 - (iii) the **Landlord** reasonably approves of the **Tenant's** builder;
 - (iv) the **Tenant** obtains all necessary approvals from any government or other authority.
- (b) The **Tenant** must:
 - (i) pay for any work approved under clause 5.4(a)
 - (ii) indemnify the **Landlord** against all injury or damage to the **Premises** or the **Building** caused by those works, and
 - (iii) maintain the works.

5.5 Landlord's Fitout

If the **Landlord** has provided any fitout to the **Premises**, then:

- (a) that fitout is the **Landlord's Property**
- (b) the **Tenant** must not damage any fitout provided by the **Landlord** or install any additional fitout without the consent of the **Landlord** which must not be unreasonably withheld
- (c) if during the **Term** of this **Lease** or any renewed term, any fitout provided by the **Landlord** needs to be replaced because of fair wear and tear, then the **Landlord** has no obligation to replace that fitout.

6. ASSIGNMENT AND SUBLETTING

6.1 Assignment and Subletting

- (a) The **Tenant** may only assign or sublet this **Lease** or the **Premises** with the **Landlord's** consent which must not be unreasonably withheld.
- (b) The **Landlord** must give its consent if:
 - (i) the **Landlord** is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the **Tenant's** obligations under this **Lease**.

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- (ii) The **Tenant** and the new tenant signs any agreement and gives any security which the **Landlord** reasonably requires.
 - (iii) The **Tenant** complies with any other reasonable requirements of the **Landlord**.
 - (iv) The **Tenant** is not in breach of this **Lease**.
 - (v) The **Tenant** releases the **Landlord** from all claims the **Tenant** has or may have in respect of this **Lease**.
 - (vi) The **Tenant** pays the **Landlord's** reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees.
- (c) If the **Tenant** is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares or the board is an assignment of this **Lease** and must be dealt with in accordance with this **Lease**.

6.2 Restriction of Mortgaging

The **Tenant** must not mortgage, charge or otherwise encumber its estate or interest in this **Lease** without the **Landlord's** prior written consent which consent may be granted conditionally or refused.

7. LANDLORD'S RIGHTS AND OBLIGATIONS

7.1 Variations in Tenant's Agreed Proportion

If the **Landlord** modifies the **Building** or alters the **Lettable Area**, the **Landlord** can recalculate the **Agreed Proportion of Outgoings** on the same basis as the **Agreed Proportion of Outgoings** was calculated before the **Commencement Date** but taking into account the increased or reduced (as the case may be) **Lettable Area**. Every such recalculation shall be binding on the parties to this **Lease** from the date the **Landlord** notifies the **Tenant** in writing.

7.2 Air Conditioning

- (a) The parties agree that any existing air conditioning installed by the **Landlord** upon the **Premises** is the property of the **Landlord** and, except where the air conditioning is beyond repair, the parties acknowledge that the **Tenant** shall have no right to remove any such air conditioning from the **Premises** at any time.
- (b) The **Landlord** must use its best endeavours to ensure any air conditioning services in the **Building** are functioning properly during normal business hours and will ensure any cessation of such services during normal business hours is restricted to the minimum period possible. If the **Landlord** provides out of hours air conditioning at the request of the **Tenant**, any additional costs will be borne by the **Tenant**.
- (c) The **Landlord** must pay for any capital replacement. The parties agree that an item of expenditure in respect of the air conditioning equipment of:
 - (i) less than \$600 is to be treated as a maintenance cost payable by the **Tenant**; and
 - (ii) \$600 or more is to be treated as a capital replacement payable by the **Landlord**.

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7.3 Head Lease or Other Interests

The **Tenant** must allow any person having any estate or interest in the **Premises** superior to or concurrent with the **Landlord** to exercise the powers to enter and view the **Premises** and to carry out repairs renovations maintenance and other work and otherwise to exercise or perform their lawful rights or obligations.

7.4 Rules

The **Landlord** and/or the **Body Corporate** where the **Premises** are part of a community titles scheme may make rules relating to the **Building** and **Common Areas** dealing with:

- (a) their use, care and cleanliness
- (b) the preservation of good order
- (c) the comfort of persons
- (d) the location of garbage and refuse pending its removal
- (e) the closure of any part outside normal business hours
- (f) the external appearance.
- (g) the control and operation of the **Car Park**.

7.5 Management

The **Landlord** must manage and operate the **Building** and may appoint a person or corporation to carry out this task.

7.6 Building Exterior

The **Landlord** has the exclusive right to use of the exterior of the **Building**, provided that any use of the exterior of the **Building** must not interfere with or adversely impact upon the **Tenant's** use of the **Premises**.

7.7 Licenses for Use of Common Areas

The **Landlord**, can grant to any person a licence to use any part of the **Common Areas** (other than toilets) provided such licence must not substantially adversely affect the **Tenant's** rights under this **Lease**.

7.8 Quiet Enjoyment

Provided the **Tenant** complies with the terms of this **Lease** the **Tenant** can peaceably hold and enjoy the **Premises** during the continuance of this **Lease** without any interruption by the **Landlord** or any other person lawfully claiming under the **Landlord**.

7.9 Insurance

The **Landlord** must ensure that the **Body Corporate** insures the **Building** (but excluding all additions to the **Premises** carried out by the **Tenant** and the **Tenant's Property**) for its full replacement value and, unless the insurance becomes void or voidable through or by reason of some default by the **Tenant**, keep it insured.

7.10 Rates and Taxes

The **Landlord** must pay all **Outgoings** not payable by the **Tenant** or other occupant of the **Building**.

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7.11 Maintenance

The **Landlord** must keep the **Common Areas** tidy and in good repair and must maintain the structural integrity of the **Premises** and **Building**.

7.12 Services

The **Landlord** must do everything reasonable to ensure the **Services** and **Landlord** supplied fixtures, fittings and equipment operate efficiently during normal working hours but the **Landlord** is not liable if they do not.

7.13 Directory Boards

Any directory boards provided by the **Landlord** are under its control.

7.14 Consent of Mortgagee

The **Landlord** must obtain from any mortgagee consent in writing to this **Lease** if required by the **Tenant**.

8. RISK

8.1 Own Risk

The **Tenant** occupies and uses the **Premises** at its own risk. The **Tenant** also carries out building work in the **Premises** at its own risk.

8.2 Release

The **Tenant** releases to the fullest extent permitted by law, the **Landlord** and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the **Premises** or in any part of the **Building** or outside the **Building** except to the extent that it is caused by a deliberate act, negligence or default by the **Landlord** or its agents, employees or contractors or from structural defects.

8.3 Indemnity

Without limiting the generality of clause 8.2 the **Tenant** indemnifies and holds indemnified the **Landlord** and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the **Landlord** may sustain or incur or for which the **Landlord** or its agents, employees and contractors shall or may be or become liable whether during or after the **Term** in respect of or arising from:

- (a) Breach of Covenant - Loss, damage or injury to property or person from or contributed to by the neglect or default of the **Tenant** to observe or perform any of the covenants, conditions and restrictions on the part of the **Tenant** whether positive or negative expressed or implied
- (b) Misuse - Negligent use or misuse, waste or abuse by the **Tenant** or any servant, agent or sub-tenant of any **Services** to the **Premises** or to the **Building**
- (c) Escape of Harmful Agent - Overflow or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the **Premises** caused or contributed to by any act or omission on the part of the **Tenant** its servants, agents or sub-tenants
- (d) Failure to Notify - Failure of the **Tenant** to notify the **Landlord** of any defect of which it is aware in the **Premises** whatsoever
- (e) Use of Premises - Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the **Premises** by the **Tenant** or any servant, agent or sub-tenant

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- (f) Personal Injury - Any personal injury sustained by any person in or about the **Premises** or the **Building** howsoever caused other than the wilful or negligent act or omission of the **Landlord** or its servants or agents.

8.4 Insurance

- (a) At all times during the continuance of this **Lease** the **Tenant** must effect and keep current:
- (i) a public liability insurance policy in respect of the **Premises** having endorsement to include the risks and indemnities contained in clause 8.3 in the name of the **Tenant** and naming the **Landlord** as an insured party including for the **Landlord's** own negligence in an amount set out in Item 7 of the Reference Schedule or any higher amount that the **Landlord** may from time to time reasonably require the **Tenant** by notice in writing to effect for of any single claim, accident or event, with an insurance office or company approved by the **Landlord** (such approval not to be unreasonably withheld)
 - (ii) a policy of insurance in the joint names of the **Tenant** and the **Landlord** to cover:
 - (A) the full reinstatement replacement costs of glass in the **Premises**
 - (B) special industrial risks (if any) due to the specific **Permitted Use of the Premises** by the **Tenant** (if any)with an insurance office or company approved by the **Landlord** (such consent not to be unreasonably withheld)
- (b) worker's compensation including employer's liability insurance (unlimited cover).
- (c) The **Tenant** must give the **Landlord**:
- (i) a duplicate copy of each such policy immediately it is effected
 - (ii) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
 - (iii) a copy of the certificate of currency when requested.

8.5 Notice of Accident

The **Tenant** must give the **Landlord** prompt notice in writing of any accident in or want of repair to the **Premises** or defect in any **Services** which it is aware.

8.6 Conduct Voiding Insurance

The **Tenant** must not knowingly do or permit to be done or omit to do any act in the **Premises** or on the **Common Areas** which may render void or voidable any insurances on the **Building** or that may cause the rate of premium on any such insurance policies to be increased or be liable to be increased and the **Tenant** must do or permit to be done immediately upon request by the **Landlord**, everything necessary to ensure the continuance of any insurances effected by the **Landlord**.

9. DEFAULT AND TERMINATION

9.1 Essential Terms

The essential terms are:

- (a) Payments [Clause 2.1]
- (b) Use of **Premises** [Clause 4.1]

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- (c) Conduct [Clause 4.2]
- (d) **Tenant's** Obligations [Clause 4.4]
- (e) Repair [Clause 5.1]
- (f) Cleaning [Clause 5.2]
- (g) Obtain consent for carrying out any building work [Clause 5.4]
- (h) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1].
- (i) Effecting insurance [Clause 8.4]
- (j) Payment of **Security** [Clause 16(a)]
- (i) Comply with By-laws [Clause 18]

9.2 **Default**

The **Tenant** is in default of this **Lease** if:

- (a) it breaches an essential term of this **Lease**
- (b) it repudiates its obligations under this **Lease**
- (c) it is insolvent
- (d) its interest under this **Lease** is attached or taken in execution under any legal process, or
- (e) it does not comply with any other term of this **Lease** within a reasonable time after receiving notice from the **Landlord** to do so.

9.3 **Termination of Tenancy**

If the **Tenant** is in default and does not remedy the default within the time stated in any notice from the **Landlord**, the **Landlord** may do any one or more of the following without prejudice to any other right which it may have against the **Tenant**:

- (a) by notice to the **Tenant**, convert this **Lease** to a month to month tenancy on the terms of this **Lease** as far as they can be applied to a monthly tenancy
- (b) by notice to the **Tenant**, terminate this **Lease** and take possession of the **Premises**
- (c) recover from the **Tenant** any loss suffered by the **Landlord** due to default of the **Tenant**
- (d) exercise any of its other legal rights.

9.4 **Landlord's Right on Repudiation of Lease or Breach of Covenant by Tenant**

- (a) In the event that the **Tenant's** conduct (whether acts or omissions) constitutes a repudiation of this **Lease** (or of the **Tenant's** obligations under this **Lease**) or constitute a breach of any **Lease** terms or covenants, the **Tenant** agrees to compensate the **Landlord** for the loss or damage suffered by reason of the repudiation or breach.

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- (b) The **Landlord** will be entitled to recover damages against the **Tenant** in respect of any repudiation or breach of **Lease** term or covenant for the damage suffered by the **Landlord** during the entire **Term** of this **Lease**.
- (c) The **Landlord's** entitlement to recover damages will not be affected or limited by any of the following:-
 - (i) If the **Tenant** abandons or vacates the **Premises**;
 - (ii) If the **Landlord** elects to re-enter or to terminate this **Lease**;
 - (iii) If the **Landlord** accepts the **Tenant's** repudiation;
 - (iv) If the parties' conduct constitutes a surrender by operation of law.
- (d) The **Landlord** will be entitled to institute legal proceedings claiming damages against the **Tenant** in respect of the entire **Term** of this **Lease**, including the periods before and after the **Tenant** has vacated the **Premises**, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in paragraph (c) whether the proceedings are instituted either before or after such conduct.
- (e) If the **Tenant** vacates the **Premises**, whether with or without the **Landlord's** consent, the **Landlord** will be obliged to take reasonable steps to mitigate its damages and to endeavour to lease the **Premises** at a reasonable rent and on reasonable terms. The **Landlord's** entitlement to damages shall be assessed on the basis that the **Landlord** should have observed the obligation to mitigate damages contained in this paragraph. The **Landlord's** conduct taken in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the **Tenant's** breach or repudiation or a surrender by operation of law.

10. EXPIRY OF TERM

10.1 Tenant's Obligations

On expiry of the **Term** or earlier termination the **Tenant** must:

- (a) vacate the **Premises** in good repair and clean condition fair wear and tear being acceptable having regard to the condition of the **Premises** at the **Commencement Date**
- (b) steam clean or replace any carpet installed in the **Premises** to the same or similar condition to that at the **Commencement Date**, due allowance being made for fair wear and tear. If the carpet is damaged in any way, the carpet must be replaced
- (c) remove all the **Tenant's Property** from the **Premises**
- (d) repair any damage caused by removal of the **Tenant's Property**
- (e) return all keys, security passes and cards held by the **Tenant** or its employees, and
- (f) paint the **Premises** with two coats of first quality paint in a workmanlike manner in colours approved in writing by the **Landlord**.

10.2 Failure to Remove Tenant's Property

If the **Tenant** does not remove the **Tenant's Property** on expiry or earlier termination, the **Landlord** may:

- (a) remove and store the **Tenant's Property** at the **Tenant's** risk and expense, or
- (b) treat the **Tenant's Property** as being abandoned, in which case title in the **Tenant's Property** passes to the **Landlord** who may deal with it as it thinks fit without being liable to account to the **Tenant**.

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10.3 Power of Attorney

- (a) The **Tenant** irrevocably appoints the **Landlord** and each and every one of its directors to be the true and lawful attorney of the **Tenant** to act at any time after the power to take back possession of the Premises has been exercised.
- (b) The attorney is empowered to:
 - (i) execute and register (if necessary) a transfer or surrender of lease or a withdrawal of any caveat lodged by the **Tenant** affecting the **Land** together with any other documents needed to effect those dealings
 - (ii) do all things which the **Tenant** is required to do under this **Lease**.
- (c) The **Tenant** undertakes to ratify and confirm anything the attorney lawfully does and to pay the **Landlord's** reasonable expenses incurred in exercising the powers under clause 10.3 on demand.

11. MONTHLY TENANCY

11.1 Monthly Tenancy

If the **Tenant** continues to occupy the **Premises** after the **Expiry Date** in accordance with this **Lease**:

- (a) The **Tenant** does so as a monthly tenant on the same conditions as at the last day of the **Term**, and
- (b) either party may terminate the monthly tenancy by giving to the other one (1) months' notice in writing.

12. DAMAGE AND DESTRUCTION

12.1 Rent Reduction

If the **Building** is damaged or destroyed and the **Tenant** or its employees have not caused or contributed to such damage or destruction and as a result the **Premises** are wholly or partially unfit for use or the **Tenant** cannot gain access to the **Premises** then from the date that the **Tenant** notifies the **Landlord** of the damage or destruction until the date that the **Premises** are again fit for use and accessible by the **Tenant**, then the **Landlord**:

- (a) must reduce the **Rent, Agreed Proportion of Outgoings** and any other money payable to the **Landlord** by a reasonable amount depending on the type and extent of damage or destruction;
- (b) cannot require the **Tenant** to clean, repair or maintain until the **Premises** are fit for use and accessible; and
- (c) must, if the **Premises** are wholly unfit for use or in accessible, waive the obligation of the **Tenant** to pay **Rent** and any other money payable to the **Landlord** during the period that the **Premises** are wholly unfit for use or inaccessible.

12.2 Tenant May Terminate

If the **Building** is damaged or destroyed so that the **Premises** are wholly unfit for use or the **Tenant** cannot gain access to the **Premises** then the **Tenant** may terminate this **Lease** by thirty (30) days' notice to the **Landlord** unless:

- (a) within 40 days of the event causing damage or destruction, the **Landlord** notifies the **Tenant** that the Premises will be reinstated; and
- (b) the **Landlord** carries out reinstatement works within a reasonable time having regard to the extent of the damage.

12.3 Landlord May Terminate

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If the **Landlord** considers the damage to the **Premises** renders it impractical or undesirable to reinstate the **Premises**, it may terminate this **Lease** by giving to the **Tenant** notice in writing.

12.4 **No Obligation to Rebuild**

The **Landlord** is not obliged to restore the **Building** or **Premises** according to the former specifications so long as the layout and dimensions of the **Premises** and **Services** are not substantially different.

12.5 **Dispute Resolution**

- (a) The **Tenant** is entitled to dispute the reasonableness of any reduction of rent and other moneys.
- (b) Any dispute as to the extent and reasonableness of any reduction in rent and other moneys must be determined by an independent **Valuer** appointed by the president of the **API** at the request of either party.
- (c) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties.
- (d) the cost of the determination must be paid by the parties equally unless otherwise decided by the appointed **Valuer**.

12.6 **Antecedent Rights**

Termination under Clause 12 or any other provision of this **Lease** does not affect either parties' accrued rights before termination.

13. **SALE BY LANDLORD**

Except where this **Lease** is registered with the Department of Natural Resources, before transferring any interest in the **Land**, the **Landlord** must obtain a signed deed from the transferee containing covenants in favour of the **Tenant** that the transferee will be bound by the terms of this **Lease** and will not transfer its interest in the **Land** unless it obtains a similar deed from its transferee.

14. **GENERAL**

14.1 **Naming Rights**

The **Landlord** may:

- (a) name or rename the **Building**
- (b) alter or build additions to the **Building** including the **Car Parks** and in so doing interrupt the **Services** provided any interruption is minimised and the **Tenant** is not entitled to any compensation.

14.2 **Landlord May Rectify**

If the **Tenant** does not perform any obligation under this **Lease** the **Landlord** may perform that obligation as agent of the **Tenant** and the full cost to the **Landlord** of performing that obligation is payable by the **Tenant** to the **Landlord** on demand.

14.3 **Notices**

To be valid or effective a notice or document must be:

- (a) in writing, and

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- (b) left at, posted by registered post or sent by facsimile number to the **Landlord** or **Tenant** at the address last notified by the receiving party.

14.4 **Waiver Negatived**

Failure by the **Landlord** or **Tenant** to exercise any power or right under this **Lease** can not be such to be construed or deemed a waiver of the relevant power or right unless it is in writing.

14.5 **Entire Agreement**

This **Lease**:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this **Lease**, and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

14.6 **Severability**

If any provision of this **Lease** or its application to any person or circumstance is or becomes unenforceable, illegal or void the remaining covenants are not affected and each covenant of this **Lease** is enforceable to the greatest extent permitted by law.

14.7 **Obligations of Parties**

The respective covenants and obligations of the parties as set out in this **Lease** whether positive or negative must be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party and continuing (unless the context otherwise requires) throughout the **Term** and for so long as it remains to be performed.

14.8 **Statutes and Regulations**

Reference to statutes regulations ordinances or by-laws are deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

14.9 **Governing Law**

This **Lease** must be governed by and construed in accordance with the law of the State of Queensland.

14.10 **Saturdays, Sundays and Public Holidays**

If under this **Lease** the day on or by which any act, matter or thing must be done is a Saturday, Sunday or a public holiday that act matter or thing must be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

14.11 **Period for compliance with notice under Section 124(1) Property Law Act**

Where the **Landlord** has served on the **Tenant** a Notice under Section 124(1) of the *Property Law Act 1974* the parties agree that a period of fourteen days following receipt of such Notice will be a reasonable time under the said Section 124(1) for the **Tenant** to remedy such breach by the payment of any monies referred to in such notice or for compliance otherwise with such notice except that where any repairs or work are required to the **Premises** such period of fourteen days is agreed as a reasonable time within which the **Tenant** will be required to commence such repairs or work and then continuously proceed with same to completion within a reasonable time.

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14.12 Tender after Determination

Any moneys tendered by the **Tenant** after the determination of this **Lease** in the manner described in paragraph 9.3 hereof and accepted by the **Landlord** may be and (in the absence of any express election of the **Landlord**) shall be applied firstly on account of any rental and other moneys accrued due hereunder but unpaid at the date of determination and secondly on account of the **Landlord's** costs of re-entry.

14.13 Foreign Ownership

The **Tenant** warrants that it is not a foreign person or foreign corporation as defined in the *Foreign Ownership of Land Register Act 1988* or the *Foreign Acquisitions and Takeovers Act 1975*.

14.14 Managing Agent

The **Landlord** may from time to time appoint a manager or managing agent to manage the **Building** and any manager or managing agent so appointed will represent the **Landlord** in all matters relating to this except as the **Landlord** otherwise directs in writing. However, any communication from the **Landlord** will to the extent of any inconsistency supersede any communication from the manager or managing agent.

14.15 Caretaker

In addition to the appointment of a manager or managing agent the **Landlord** may from time to time appoint a caretaker or security officer who will be afforded the rights of entry to the **Premises** hereby conferred upon or reserved by the **Landlord** and who will also be charged with the policing and administration of the rules and regulations referred to in Clause 7.4.

15. OPTION FOR FURTHER TENANCY

15.1 Exercise of Option

If further terms have been inserted in Item 8 of the Reference Schedule the **Landlord** must grant a **Renewed Lease** of the **Premises** to the **Tenant** for each further term inserted in Item 8 of the Reference Schedule if the **Tenant**:

- (a) gives notice to that effect to the **Landlord** not less than three (3) months or more than six (6) months before the **Term** expires
- (b) has not breached any of the essential terms of this **Lease** set out in Clause 9.1, and
- (c) is not then in default under the provisions of this **Lease** whether expressed or implied.

15.2 Terms of Renewed Lease

The **Renewed Lease** must be on the same terms as this **Lease** except:

- (a) the term will be that specified for the relevant **Option** in Item 8 of the Reference Schedule
- (b) the date of commencement will be the day after expiry of the **Term**
- (c) the rent will be an amount determined under Clause 3.2 as if the last day of the **Term** was a **market review date**
- (d) the amount of public liability insurance in Item 7 of the Reference Schedule will be an amount reasonably required by the **Landlord**
- (e) the **Security** in 1.1Item 9 of the Reference Schedule will be an amount reasonably required by the **Landlord**

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- (f) Clause 15 will be omitted from the **Renewed Lease** when no relevant further terms remain in Item 8 of the Reference Schedule or the **Tenant** does not comply with Clause 15.1.

15.3 Dispute

If rent is not determined at the commencement date of the **Renewed Lease**, the **Tenant** must pay the **Rent** and any adjustment will be made on determination of the relevant rent.

15.4 Fresh Guarantee

If the obligations of the **Tenant** are guaranteed by any person, the **Landlord** may require the **Tenant** to obtain from such person, or any other person in the reasonable discretion of the **Landlord**, a fresh guarantee and indemnity of the obligations of the **Tenant** under the **Renewed Lease**. The guarantee and indemnity will be prepared and stamped by the **Landlord's** solicitors at the cost of the **Tenant** and will be in a form similar to that provided in the original **Lease**. If the **Tenant** fails to obtain the execution of the fresh guarantee and indemnity the notice exercising the option of renewal will be deemed to be of no effect and the **Tenant** will not be entitled to a grant of a **Renewed Lease**.

16. SECURITY

- (a) If a **Security** has been inserted in 1.1Item 9 of the Reference Schedule the **Tenant** must deliver to the **Landlord** before the **Commencement Date** the **Security**.
- (b) If the **Tenant** does not comply with any of its obligations under this **Lease**, the **Landlord** may call on the **Security**.
- (c) If the **Landlord** makes demand on the **Security** the **Tenant** must provide a replacement **Security** equal to the amount claimed by the **Landlord**.
- (d) The **Landlord** must return the **Security** to the **Tenant** within two (2) months of expiration of the **Term** unless:
- (i) the **Landlord** has started proceedings against the **Tenant**, or
 - (ii) the **Tenant** is holding over with the **Landlord's** consent.
- (e) If the **Security** is specified as being calculated in relation to the monthly rent then the **Tenant** must provide any increase, or the **Landlord** refund any decrease, in the amount within 14 days of the **Rent** being varied.

17. GUARANTEE

17.1 Guarantee

If **Guarantors** are inserted in Item 10 of the Reference Schedule this **Lease** is not binding on the **Landlord** until the Guarantee annexed to this **Lease** has been signed by each person named as a **Guarantor** in Item 10 of the Reference Schedule.

18. COMMUNITY TITLES SCHEME

18.1 Tenants Obligations

The **Tenant** agrees with the **Landlord** that it will at all times during the **Term**, and during any holding over period, comply with the provisions or requirements of: -

- (a) the Body Corporate and Community Management Act 1997 ("the **BCCMA**");
- (b) the relevant Regulation Module applying to the **Scheme**;

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- (c) the **Community Management Statement**, including by-laws, from time to time in force with respect to the **Scheme**;
- (d) any order made under the **BCCMA** requiring the **Tenant** to do or refrain from doing a specific act.

19. TRUSTS

- (a) If the **Tenant** and/or the **Guarantor** (in this clause 19 jointly and severally called "the **Trustee**") at any time upon or subsequent to entering into this **Lease** or entering into or incurring the obligations contained herein is acting in the capacity of trustee of any trust ("the **Trust**") then whether or not the **Landlord** may have notice of the **Trust** the **Trustee** covenants with the **Landlord** as follows:-
- (b) This **Lease** will extend to all rights of indemnity which the **Trustee** now or hereafter may have against the **Trust** and the **Trust** fund.
- (c) The **Trustee** has full and complete power and authority under the **Trust** to enter into this **Lease** and the provisions of the **Trust** do not purport to exclude or take away the right of indemnity of the **Trustee** against the **Trust** or the **Trust** fund, and the **Trustee** will not release such right of indemnity or commit any breach of trust or be a party to any other action which might prejudice such right of indemnity.
- (d) Notwithstanding anything in any deed of **Trust** or settlement or other document contained the **Trustee** will be and at all times remain personally liable to the **Landlord** for the due performance fulfilment and observance of the obligations.
- (e) During the currency of this **Lease** the **Trustee** will not without the consent in writing of the **Landlord** cause permit or suffer to happen any of the following events:
 - (i) the removal replacement or retirement of the **Trustee** as sole trustee of the **Trust**;
 - (ii) any alteration to or variation of the terms of the **Trust**;
 - (iii) any advancement or distribution of capital of the **Trust**;
 - (iv) any re-settlement of the trust property
- (f) The **Trustee** further covenants with the **Landlord** that it will be an event of default under this **Lease** if the **Trustee** is guilty of any breach of trust in respect of the **Trust** or ceases to be the sole trustee of the **Trust** or otherwise suffer removal replacement or retirement as trustee of the **Trust** or in the event that there should be any breach of the covenants contained in the preceding clause hereof.

20. DEPOSIT

The **Deposit** paid by the **Tenant** to the **Landlord** will be applied by the **Landlord** towards payment of **Rent** payable under this **Lease**.

21. SPECIAL CONDITIONS

21.1 Signage

The **Tenant** may install signage on the front facade of the **Premises** and on the main tenant directory in accordance with the Community Management Statement and subject to consent in writing from the **Landlord**, **Body Corporate** and the relevant local government.

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22. INTERPRETATION

22.1 Terms and Reference Schedule

- (a) Terms in **bold** in the Reference Schedule have the meaning shown opposite
- (b) Item numbers refer to those in the Reference Schedule unless stated otherwise

22.2 Definitions

- (a) "**Agreed Proportion of Outgoings**" means the percentage of Outgoings in Item 5 of the Reference Schedule being the proportion that the area of the Premises bears to the Lettable Area
- (b) "**API**" means the Australian Property Institute (Inc) Queensland Licensing Authority
- (c) "**Body Corporate**" means the body corporate for the scheme of which the Land is a part of. "**Building**" means all buildings and improvements on the Land of which the Premises form part including the Land
- (d) "**Car Park**" means those parts of the Building nominated by the Landlord for the parking of cars including all ramps and driveways and all rooms servicing the car parking area
- (e) "**Common Areas**" means the areas of the Building designated for common use by the Landlord
- (f) "**Commencement Date**" means the day inserted in Item 6 of the Form 7
- (g) "**Commercial Precinct**" means the commercial precinct constituted by the Land and the Building, including:
 - (i) the Common Areas, the Car Park and external grounds and which are treated as part of the Commercial Precinct;
 - (ii) any land amalgamated with the Land; and
 - (iii) any additional land which is managed, operated or used in conjunction with the Land and which the Landlord elects to treat as part of the Commercial Precinct.
- (h) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the API decides best reflects changes in the cost of living in the relevant city in which the Premises are located
- (i) "**Deposit**" means the amount referred to in Item 11 of the Reference Schedule.
- (j) "**Expiry Date**" means the day inserted in Item 6 of the Form 7
- (k) "**Financial Year**" means 1 July to 30 June
- (l) "**Land**" means the property described in Item 2 of the Form 7
- (m) "**Landlord**" means the party described in Item 1 of the Form 7 as Lessor
- (n) "**Landlord's Agent**" means an Officer appointed by the Landlord from time to time.
- (o) "**Landlord's Property**" means any property owned by the Landlord in or on the Building
- (p) "**Lease**" means:
 - (i) the Form 7 to which this document is a schedule;

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- (ii) this schedule and all other schedules;
- (iii) all appendices, plans, attachments or annexures to this document (including, where applicable, execution by and words relating to execution by the Guarantor); and
- (iv) the Rules,

and where this Lease is required to be registered to pass a legal estate or interest to the Tenant but is not registered for any reason, (including the neglect or default of the Landlord or of any person acting on behalf of the Landlord), any tenancy or obligation arising:

- (i) in contract, by operation of law, in equity or by any other means; and/or
 - (ii) as a result of the Tenant entering into occupation of the Premises, the Tenant paying the Rent and/or the Tenant executing this Lease.
- (q) **"Lettable Area"** means the parts of the Building the Landlord has leased or intends to lease at a commercial rental
- (r) **"Outgoings"** means the Landlord's reasonable expenses directly attributable to the operation, maintenance or repair of the Commercial Precinct and the Building and charges, levies, premiums, rates or taxes payable by the Landlord because it is the owner or occupier of the Commercial Precinct and the Building such expenses include, but will not be limited to, all costs associated with:
- (i) rates, taxes (including land tax) and charges payable to any government or other authority
 - (ii) cleaning costs and materials
 - (iii) rubbish removal
 - (iv) light and power charges
 - (v) air-conditioning and ventilation
 - (vi) lifts and escalators
 - (vii) fire protection and prevention
 - (viii) security
 - (ix) insurance premiums
 - (x) repairs and maintenance
 - (xi) costs for the control of pests, vermin or insects or other similar infestation
 - (xii) costs of maintaining gardens
 - (xiii) management costs including, but not limited to, fees, charges, commissions or rewards to any real estate agent in respect of any rent collection service provided
 - (xiv) if the Premises are under the *Body Corporate and Community Management Act 1997*, then Body Corporate levies

but does not include

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- (A) all costs associated with the provision of Services to the Common Areas
- (B) expenditure of a capital nature, including the amortisation of capital costs
- (C) insurance premiums for loss of profits;
- (D) the Landlord's contributions to merchants' associations and centre promotion funds;
- (E) payment of interest and charges on amounts borrowed by the Landlord.

(s) "**PPSA**" means the *Personal Property Securities Act 2009* (Cth)

(t) "**PPSR**" means the Personal Property Securities Register established under the PPSA

(u) "**Premises**" means the premises described Item 5 of the Form 7 and the boundaries of which are:-

- (i) in the case of Lot in a Community Titles Scheme under the *Body Corporate and Community Management Act 1997*, the boundaries defined under the *Land Title Act 1994*; or
- (ii) in any other case, as calculated in accordance with the measurement guidelines of the Property Council of Australia;

and includes the Landlord's Property in the Premises but excludes (where relevant) any part of the common property of the Scheme to which exclusive use has been allocated to the Lot comprising the Premises unless a right to use such part has been granted in this Lease.

(v) "**Renewed Lease**" means a Lease of the Premises for the relevant period set out in Item 8 of the Reference Schedule on the terms set out in Clause 15

(w) "**Rent**" means the amount in Item 2 of the Reference Schedule as varied under this Lease

(x) "**Rules**" means the rules (if any) of the Building made or amended by the Landlord from time to time in accordance with this Lease

(y) "**Scheme**" means the Community Titles Scheme that the Land is a part of.

(z) "**Security**" means an unconditional and irrevocable undertaking by an Australian Trading Bank on terms acceptable to the Landlord or a cash bond for the amount in Item 9 of the Reference Schedule.

(aa) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the Building.

(bb) "**Tenant**" means the party described in Item 3 of the Form 7

(cc) "**Tenant's Property**" means all fixtures, fittings, equipment, stock and other articles in the Premises owned by the Tenant

(dd) "**Term**" means the period of time specified in Item 6 of the Form 7 and in the Reference Schedule in this Lease from and including the Commencement Date to and including the Expiry Date in the Form 7 of this Lease, or such shorter duration of this Lease as is relevant if this Lease is determined earlier than the Expiry Date in the Form 7 of this Lease.

(ee) "**Valuer**" means a person who has at least five (5) years' experience in valuing the kind of premises leased by this Lease

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22.3 Reference

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular
 - (ii) a person includes a body corporate
 - (iii) a party includes the party's executors, administrators, successors and permitted assigns.
- (b) If a party consists of more than one person, this **Lease** binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not form part of this **Lease** or affect its interpretation.

Title Reference - 50792530