

Dealing Number



OFFICE USE ONLY

Harris

1/3/2011

Privacy Statement

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

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code	
CHRIS HALL FAMILY SUPER PROPERTIES PTY LTD ACN 136 636 416 AS TRUSTEE UNDER INSTRUMENT 712717994			
2. Lot on Plan Description	County	Parish	Title Reference
Lot 1 on RP 154522	Stanley	Enoggera	18155117
3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		Johngay Pty Ltd ABN 48 145 827 532	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased

Lease being part of the ground floor of a building erected on the Land as hachured on attached plan

6. Term of lease

Commencement date/event: 4/11/11 01/03/2011

Expiry date: 31/12/15 29/02/2016

and/or Event:

Options: 1x3 years

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

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;

* delete if not applicable

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

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

Chris Hall Family Super Properties Pty Ltd
ACN 136 636 416

Witnessing Officer

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

4/3/11
Execution Date

Sole Director
SECRETARY Lessor's Signature

9. Acceptance

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

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

Johngay Pty Ltd ABN 48 145 827 532

Witnessing Officer

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

25/2/11
Execution Date

Sole Director
SECRETARY Lessee's Signature

SCHEDULE

Title Reference 18155117

This is the Schedule referred to in Lease dated the _____ day of _____ 2010 ,
This Schedule shall be read together with the Land Title Act 1994 Form 7 and Form 20 Enlarged Panel
Annexure "A" making reference to this Schedule.

1. REFERENCE SCHEDULE, DEFINITIONS AND INTERPRETATION

1.1 Reference Schedule

- Item 1 ADDRESS FOR NOTICES ON LANDLORD:** 41 Park Road Milton Qld 4064
- Item 2 ADDRESS FOR NOTICES ON TENANT:** 45 ~~Eucumbene~~ Drive Petrie or at the Premises
Eucumbene
- Item 3 THE COMPLEX:** 41 Park Road Milton Qld 4064
- Item 4 ANNUAL RENT:** \$64125.00 per annum (\$5343.75per month) excluding GST for Year 1 of the Term, and then subject to revision as provided in this Lease
- FIXED REVIEW:** At each anniversary of the commencement date of the Term and any further Termexcluding a Market Review Date the Rent will be increased by 5% above the Rent payable in the immediately preceding year
- CPI REVIEW:** Not applicable
- MARKET REVIEW DATES:** Not applicable
- Item 5 TENANT'S PROPORTION OF OUTGOINGS** Nil
- Item 6 PERMITTED USE OF DEMISED PREMISES:** *As premises for Menswear/ Alterations- Retail or such other use as may be agreed*
- Item 7 OPTION TO RENEW FOR FURTHER TERM:**
- (a) **Period of Further Term(s):** One further Term of 3 years
- (b) **Total Period of the original Lease Term and all Further Term(s):** 8 years

Title Reference 18155117

(c) **Type of Rent** Fixed percentage
Review at review
commencem
ent of Lease
Year 1 of
any Further
Term:

**Item 8 THE TENANT'S
SECURITY:**

\$16,031.25

Item 9 THE GUARANTOR:

Not applicable

1.2 Definitions

In this document:

Authority means any federal, state, local government, semi-government, statutory or legislative authority, court, instrumentality or body with jurisdiction over any part of the Complex.

Business Day means a day other than a Saturday, Sunday, or public or bank holiday in Brisbane.

Building means building or buildings erected or to be erected on any part of the Complex.

Car Park means those parts of the Complex set apart by the Landlord for the parking of motor vehicles, including all internal roadways.

Claim means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or claim for abatement of any monetary obligation.

Commencement Date means the commencement date specified in Item 6 of the Form 7 in this Lease.

Common Areas means all parts of the Complex provided and designated by the Landlord for common use by any tenant or other person.

Complex means the Land; the Building and other structures erected or to be erected on that land, Landlord's Property including any additional land, buildings or structures used in conjunction with the Land that the Landlord elects to treat as part of the Complex.

Core Trading Hours means the core trading hours of the Complex as determined under the Retail Shop Leases Act.

CPI means the consumer price index for Brisbane (All Groups) published by the Australian Bureau of Statistics. If this consumer price index is suspended, discontinued, or the method of its calculation is significantly altered so that it does not in the opinion of the Landlord reflect the cost of living in Brisbane, it means an index that the Landlord decides reflects changes in the cost of living in Brisbane.

Expiry Date means the expiry date specified in Item 6 of the Form 7 in this Lease.

Financial Year means a period of 12 months from time to time nominated by the Landlord.

Further Term means the term of any renewal of this Lease or extension of the Term.

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

Landlord means the person named in Item 1 of the Form 7 in this Lease.

Handwritten signature/initials.