

Primivo Pty Ltd ATF
Primivo CC Trust
268 Montague Road
WEST END QLD 4101

1 February 2021

The Landlord
Astorga Super Property Investments Pty Ltd ATF
Astorga Super Property Investments Trust
PO Box 5528
WEST END QLD 4101

Dear Sir/Madam

RE: LEASE OF PREMISES AT 268 MONTAGUE ROAD, WEST END QLD 4101

Please be advised that we wish to renew the lease of 268 Montague Road, West End QLD 4101 which we understand expires on 21 May 2021.

We believe there is an option to renew for a further 3 years per the 'options' on the Lease.

We understand that the rent may be increased.

Please let us know your decision as soon as possible.

Kind regards

.....
Chris Clarke
Director
Primivo Pty Ltd ATF Primivo CC Trust

SIGN

The Landlord
Astorga Super Property Investments Pty Ltd ATF
Astorga Super Property Investments Trust
PO Box 5528
WEST END QLD 4101

7 February 2021

Primivo Pty Ltd ATF
Primivo CC Trust
268 Montague Road
WEST END QLD 4101

Dear Chris,

RE: LEASE OF PREMISES AT 268 MONTAGUE ROAD, WEST END QLD 4101

Thank you for your letter.

We have considered your request and have decided to approve your request to exercise the option to extend the lease for a further 3 years.

The rent amount effective 21 May 2021 will be based on an appraisal that we obtain from an external source and will be advised closer to the date.

In the meantime, would you please continue to pay the rent amount of \$8,427.46 (GST Inclusive), on a monthly basis.

Kind regards

SIGN



.....
Chris Clarke
Director
Astorga Super Property Investments Pty Ltd ATF
Astorga Super Property Investments Trust

Rachel Green-Luther

From: Chris Clarke <christopher.t.clarke@gmail.com>
Sent: Sunday, June 27, 2021 11:38 AM
To: Rachel Green-Luther
Subject: Fwd: 268 Montague Road Proposal.
Attachments: 268 Monague Road, West End - Floor Plan.pdf

Hi Rachel

Attached / below is the valuation / appraisal of Montague Rd. The mid price puts it at 1.975M and **the rental is pretty-much spot on at what Primivo is paying.**

Cheers

Chris

----- Forwarded message -----

From: Robert Koster <rkoster@eldersre.com.au>
Date: Wed, 26 May 2021 at 12:59
Subject: 268 Montague Road Proposal.
To: <chris@viveogroup.com>
Cc: Ben Hackett <ben.hackett@eldersrealestate.com.au>

Hi Chris,

Thank you for meeting up and giving us the opportunity to submit a proposal for 268 Montague Road, West End. See below our thoughts and suggestions, I have attached what looks to be a rough floor plan we had from the campaign, the measurements do not seem to be complete but it comes in at around 386m2:

OVERVIEW:

268 Montague Road presents as a refurbished freestanding office/warehouse with major exposure to Montague Road, it consists of approx. **350m2*** of Lettable area over 2 levels (**Could be 350m2-420m2***) with the majority of lettable being a fully airconditioned ground floor warehouse with a professional entry and a couple of offices/meeting rooms, there is a well presented mezz level office that consists of open plan area, boardroom and kitchen, there are ample amenities on both levels.

LEASING RATE:

The property would be well received on the leasing front, probably the most interest would come from the health industry but interest could also come from logistics, general office and creative users.

Our recommendation would be to take the property out to the market at \$260/m2 Gross + GST but expect negotiation and anticipate offers in the range of \$230 - \$260/m2 Gross + GST.

SALES RATE:

x 350m2 = \$80,500 - \$91,000 + GST + Outgoings	= \$6,708.33 - \$9,100
x 420m2 = \$96,600 - \$109,200 + GST + Outgoings	per month + GST + OG

The property would achieve a great deal of interest if it were to come to the market for sale, we are finding that the market is driven by owner occupiers on the back of cheap money.

Depending on confirmation of the size, we believe a sales figure Between **\$1.85 M and \$2.1 M** is achievable for this property.

STRATEGY:

I believe it would be in your best benefit to run an exclusive sales/leasing campaign, as having multiple signs and listings online is at the detriment of the property. We would request this exclusive period to run for 120 days, as we believe we can achieve a positive result in this time.

ADVERTISING SUGGESTIONS:

The property will be on 4 websites but we would recommend to highlight the property as an ELITE listing on Realcommercial as it enjoys far superior traffic.

ADVERTISING

Elite 3 MONTH REALCOMMERCIAL SALES/LEASE ADVERT:	\$2,047.60 + GST
1200 X 1800 INFORMATIVE SIGN:	\$ 180.00 + GST
PRO PHOTO, DRONE AND FLOOR PLAN PACKAGE:	\$ 272.00 + GST
TOTAL:	\$2,499.60 + GST

COMMISSIONS:

We will charge 15% + GST of the first years rent for the lease and 2.5% on the sale

AGENTS:

Ben and myself have been working as a team in the South Fringe now for 6 years and have managed to become the most prominent sales/leasing team on the South Fringe. We can ensure that we will have the availability to work in with Purchasers or potential tenants and convert enquiries into inspections in a timely manner.

CONCLUSION:

We are confident in running tactical marketing campaign & I look forward to hearing back from you as we would be very keen to assist in this process.

Kind regards,

Robert Koster

Associate Director

Elders Commercial Brisbane Pty Ltd

14 Gibbon Street, Woolloongabba QLD 4102

t: (07) 3252 4999

f: (07) 3257 7757

m: 0411 170 130

e: rkoster@eldersre.com.au

w: elderscommercialbrisbane.net.au



Elders Commercial

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--

VIVEO[®]

CHRIS CLARKE
DIRECTOR

268 MONTAGUE RD, WEST END, 4101
QUEENSLAND, AUSTRALIA

AV. ACONQUIJA 2044, YERBA BUENA, 4107
TUCUMÁN, ARGENTINA

+61 (0) 407 670912



www.viveogroup.com

THINK.. before you print!

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--

Chris Clarke B.Pharm MPS MACP

+61 (0) 407 670912

PO Box 5528

West End

Queensland 4101

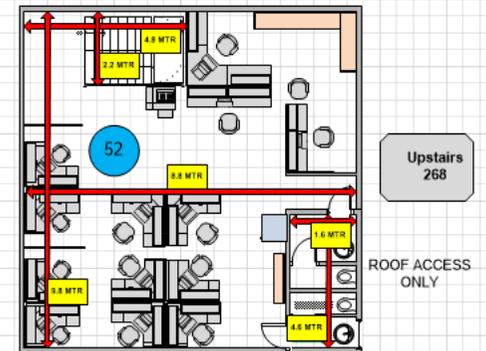
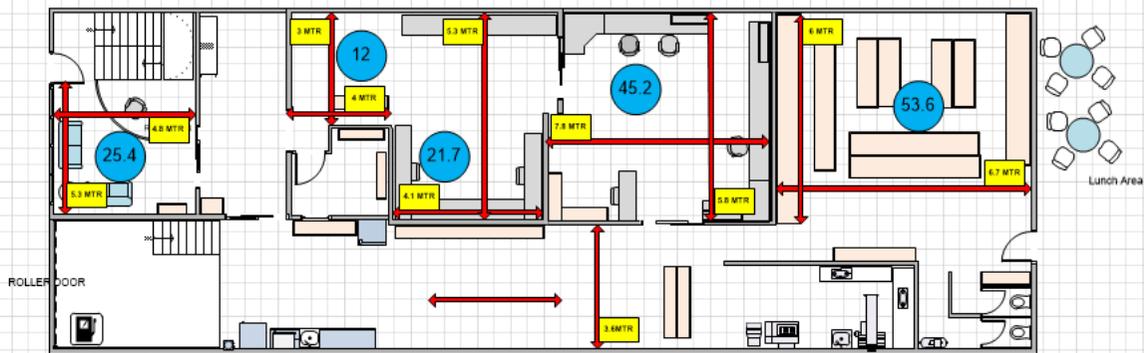
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268 Montague Rd
PRODUCTION,
SALES & ADMIN
BUILDING



Premises at 266 – 268 Montague Rd
WEST END QLD 4101



Commercial

16th March 2018

Attention: Chris Clarke

Elders Commercial Brisbane Pty Ltd
ABN 21083593
E: rkoster@eldersre.com.au
DL: (07) 3252 4999
F: (07) 3257 7757
14 Gibbon Street
WOOLLOONGABBA QLD 4102

To whom it may concern,

Following up on a request for a leasing valuation for 268 Montague Road, West End, 4101.

See below a couple of similar properties in the area that have leased recently:

359 Montague Road: 906m² Showroom/office on a 1,214m² site, has 28 car parks and leased for \$400 per/m² Gross. 359 Montague is a higher grade than the subject property but the subject property has a superior location being in the heart of the Montague Road Business hub.

255 Montague Road: 265m² Showroom/warehouse ground floor offering, has 4 car parks included. It is a similar quality and in a similar position to the subject property and it was leased for \$350 per/m² Gross.

268 Montague Road consists of approx: 200m² of air conditioned office and 150m² of warehouse. The office is of reasonable quality and in this market would achieve a rate of approx. \$285 per/m² Net, the 150m² warehouse component is your basic better brick construction with concrete floor and loading ramp, the warehouse would achieve in this market a rate of \$185 per/m² Net.

Office: 200m ² @ \$285 = \$57,000.00 + GST + OUTS
Warehouse: 150m ² @ \$185 = \$27,750.00 + GST + OUTS
Total: 350m ² \$84,750.00 + GST + OUTS

Please keep in mind; these are net figures so the tenant will pay outgoings on top of the base rent.

If you have further questions in relation to this matter please don't hesitate to contact myself on (07) 3252 4999.

Kind Regards

Robert Koster
Associate Director

LEASE/SUB-LEASE

Dealing Number



OFFICE USE ONLY

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 ASTORGA SUPER PROPERTY INVESTMENTS PTY LTD A.C.N. 624 125 266 AS TRUSTEE	Lodger (Name, address, E-mail & phone number) Jim Crimmins & Associates Lawyers PO Box 10421 BRISBANE ADELAIDE STREET QLD 4000 Phone: 07 3003 1222 Email: jim@crimmins.com.au	Lodger Code BE099A
--	---	------------------------------

2 Lot on Plan Description	Title Reference
LOT 18 ON RP 11118	11190149

3. Lessee Given names	Surname/Company name and number (include tenancy if more than one)	
	PRIMIVO PTY LTD A.C.N. 166 768 921 AS TRUSTEE FOR PRIMIVO CC TRUST	

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: 22/05/2018 Expiry date: 21/05/2021 #Options: 2 X 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	SEE ATTACHED SCHEDULE

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; ~~*the attached schedule and document no. _____;~~
~~* document no. _____; *Option in registered Lease no. _____ has not been exercised.~~
* delete if not applicable

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

..... signature			
..... full name			
..... qualification	/ /	SEE ATTACHED	
Witnessing Officer	Execution Date		Lessor's Signature
<small>(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</small>			

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

..... signature			
..... full name			
..... qualification	/ /	SEE ATTACHED	
Witnessing Officer	Execution Date		Lessee's Signature
<small>(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</small>			

Title Reference 11190149

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- *the attached schedule; ~~*the attached schedule and document no. _____;~~

* document no. _____; *Option in registered Lease no. _____ has not been exercised.

* delete if not applicable

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

..... signature

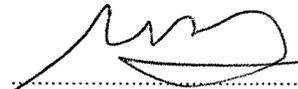
..... full name

..... qualification

Witnessing Officer

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

14, 3, 18
Execution Date



.....
Lessor's Signature

Director - Astorga Super Property Investments
Pty Ltd A.C.N. 624 125 266

..... signature

..... full name

..... qualification

Witnessing Officer

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

14, 3, 18
Execution Date



.....
Lessor's Signature

Director/Secretary - Astorga Super Property Investments
Pty Ltd A.C.N. 624 125 266

..... signature

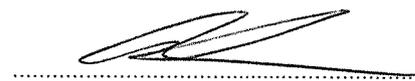
..... full name

..... qualification

Witnessing Officer

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

14, 3, 18
Execution Date



.....
Lessee's Signature

SOLE Director - Primivo Pty Ltd A.C.N. 166 768 921

..... signature

..... full name

..... qualification

Witnessing Officer

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

1 / /
Execution Date

.....

.....
Lessee's Signature

Director/Secretary - Primivo Pty Ltd A.C.N. 166 768 921

Title Reference 11190149

THE FIRST SCHEDULE

ITEM 1:		Address of Building 268 Montague Street, West End, Qld, 4101
ITEM 2:	(Clause 2.4)	The Agreed Proportion 100%
ITEM 3:	(Clause 2)	Rent Commencement Date 15 April 2018
ITEM 4:	(Clause 1.8)	Date of Commencement 15 April 2018
ITEM 5:	(Clause 1.12)	Name of Landlord Astorga Super Property Investments Pty Ltd A.C.N. 624 125 266 as Trustee
ITEM 6:	(Clause 1.22)	Name of Tenant Primivo Pty Ltd A.C.N. 166 768 921 as Trustee for the Primivo CC Trust
ITEM 7:	(Clause 2.1)	Annual Rental for First Rental Year \$85,000.00 per annum plus GST (\$7,083.33 per month plus GST)
ITEM 8:	(Clause 5.2)	Trading Hours n/a
ITEM 9:	(Clause 5.1)	Permitted Use Office, assembling and warehousing.
ITEM 10:	(Clause 12.2)	Amount of Public Liability Insurance \$20,000,000.00
ITEM 11:	(Clause 28.1)	Term of Option two options of three years
ITEM 12:	(Clause 23.1)	Amount Bank Guarantee/Security Deposit An Amount equal to 3 months rent plus GST
ITEM 13:	(Clause 22)	Market Review Date n/a

Title Reference 11190149

1. DEFINITIONS AND INTERPRETATIONS

1.1 Interpretation

This document shall be construed as provided in this Clause and the words and phrases set out below shall unless the context otherwise requires have the meanings respectively set out opposite.

1.2 Accounting Period

"Accounting Period" means 1 July to 30 June or such other period as determined by the Landlord's accountants.

1.3 Air Conditioning Equipment

"air conditioning equipment" means the plant electrical installations ductwork and diffusers (if any) used for the manufacture and reticulation of conditioned air throughout the Demised Premises and includes all mechanical ventilation.

1.4 Appurtenances

"Appurtenances" shall extend to and include all water closets lavatories grease traps water apparatus wash basins washrooms gas fittings electrical fittings and apparatus and other services contained in or about the Building or the Demised Premises as the context requires.

1.5 The Building

"Building" shall mean the Land and all improvements now or subsequently erected on the Land.

1.6 Business Days

"Business Day" shall mean any day other than a Saturday, Sunday or public holiday in the City of Brisbane.

1.7 The Car Park

"the Car Park" refers to those parts of the Building (if any) from time to time devoted to the parking of cars and includes the driveways giving access and egress.

1.8 Date of Commencement

"Date of Commencement" or "commencement date" shall mean, notwithstanding the date of execution of this Lease, the date referred to in Item 4 of the First Schedule.

1.9 The Demised Premises

"Demised Premises" or "Premises" means the premises described at Item 5 of the Lease in the Form 7 annexed to this schedule.

1.10 Fire Equipment

"Fire Equipment" shall extend to and include all stop-cocks hydrants fire sprinklers hoses or other fire prevention and extinguishing equipment in the Building.

Title Reference 11190149

1.11 The Land

"Land" means and includes the Land described in Item 2 of the Lease in Form 7 annexed to this Schedule and shall unless the context otherwise requires include all improvements expressed as such by the Landlord.

1.12 Landlord

"Landlord" means the person referred in Item 5 in the First Schedule and shall extend to and include in the case of a corporation its successors in title and assigns and in the case of the natural person or persons their and each of their respective heirs executors administrators and assigns and where not repugnant to the context includes the servants and agents of such persons.

1.13 This Lease

"Lease" means the Lease in Form 7 annexed to this Schedule, this Schedule and all schedules, plans, consents and annexures to the Lease.

1.14 Month

"month" means calendar month and the term "monthly" means at intervals of one calendar month.

1.15 Outgoings

"Outgoings" means the total of all costs, expenses, taxes, levies and amounts accrued paid or payable or levied on the Landlord or the payment of which the Landlord may be or become liable in any one Accounting Period in respect of or in relation to the Land or the Building including without limitation to the foregoing:

- (a) rates charges and other levies including fire services levies payable to the Brisbane City Council;
- (b) all rates taxes charges assessments outgoings and impositions whatsoever (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal State or local authorities and whether on a capital or revenue value or any other basis and even though of a novel character) including land tax, which may at any time after the commencement of the Term be assessed charged or imposed in respect of the Land or any part thereof other than any such rates taxes charges assessments outgoings and impositions which may be assessed directly in respect of the Demised Premises or directly in respect of any other premises which are separately leased.
- (c) all insurance premiums and other charges including stamp duty payable thereon for insurance on the Building and on all plant and fittings of an insurable nature therein for their full insurable reinstatement value against fire, flood, lightning, storm and tempest and against such other risks as the Landlord may consider reasonable or desirable;
- (d) all insurance premium and charges including stamp duty for public risk and plate glass insurance in respect of the Building;
- (e) all insurance premiums and charges including stamp duty on any policy of insurance taken out by the Landlord indemnifying the Landlord against loss of profits, rents receivable and/or consequential loss in the event of the Building or any part thereof being unfit for occupation and use by reason of damage or destruction arising from any cause or agencies the Landlord considers reasonable or desirable;
- (f) all insurance premiums and charges including stamp duty on any policy of insurance taken in respect of plant and machinery breakdown in the Building;
- (g) all fees, premiums, wages, salaries, charges, costs and/or other expenses which are paid or payable, assessed, charged, imposed or otherwise incurred in respect of the Building and/or upon or by the Landlord in relation to the Building for the provision, operation, maintenance, repair and/or renovation (which expression shall include without limitation the replacement of major parts (and if there is any disagreement as to what constitute a " major part" will be determined by an independent registered air conditioning service contractor whose decision is

Title Reference 11190149

final and whose costs will be shared by the Tenant and the Landlord equally) necessary to keep any of the plant machinery and equipment hereinafter mentioned in good working order and condition) of or to:

- (i) Air Conditioning Equipment;
 - (ii) Appurtenances;
 - (iii) Fire Equipment;
 - (iv) pest control services and the equipment used in connection therewith;
 - (v) heating or cooling in the Building;
 - (vi) lighting in or around the Building; and
 - (vii) any other plant, equipment materials and/or services which the Landlord may consider necessary and/or reasonable in the conduct of the Building.
- (h) all charges for water, gas, oil electricity, light, power, fuel, telephone and other services or equipment furnished or supplied to the Building for the general benefit or purposes of the Building at the tariff rates which would be charged by the relevant assessing authority if such services were supplied directly to the public by such authority including without limitation all meter rentals;
- (i) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building and in particular any such fees of the incidental to the preparation of any estimates and/or statements of Outgoings or otherwise required to be furnished by the Landlord to the Tenant hereunder or at statements of Outgoings or otherwise required to be furnished by the Landlord to the Tenant hereunder or at law;
- (j) all reasonable costs and expenses incurred in the management administration and control of the Building including:
- (i) all fees payable to any managing agent (other than leasing commission);
 - (ii) all costs incurred in the management of the Building;
 - (iii) workers compensation insurance (if any);
 - (iv) payroll tax (if any);
- (k) any moneys expended by the Landlord in carrying out work to the Building including without limitation any alterations or additions to the Fire Equipment, emergency generators or other Appurtenances which may be required by reason of any future statute regulation ordinance or by-law having jurisdiction or authority in that behalf or in carrying out any work in respect of or affecting the Car Park or providing any terminal or reception areas, access ways entrances or approaches for any type of public transport, excluding any items of work of a structural or capital nature.

PROVIDED ALWAYS that where any of the abovementioned Outgoings are wholly payable by the Tenant under the terms of this Lease or by any other Tenant under the terms of its Lease then such Outgoings shall not to the extent to which they are so recouped or payable form part of the Outgoings hereunder **PROVIDED FURTHER** that whenever the amount of the Outgoings is required to be calculated for any period (a "Relevant Period") the same shall be calculated on an accrual and prepayment basis and to that end all such costs charges and expenses shall be deemed to have been paid at the time when the obligation to pay the same arose and any such costs charges and expenses which are assessed at intervals or for periods other than the Relevant period or which may vary during the Relevant Period shall be apportioned so far as may be necessary to calculate the Outgoings for the Relevant Period **AND PROVIDED FURTHER** notwithstanding the foregoing the Outgoings referred to in Clause 1.18 which are to be included in the Outgoings in any one Accounting Period shall be the amounts accrued paid or payable by or levied on the Landlord for those Outgoings for the year ending 30th June immediately preceding the expiration of the Accounting Period in which they are to be included notwithstanding those Outgoings do not relate to the whole of the relevant Account Period.

1.16 Person

"person" shall include a corporation.

Title Reference 11190149

1.17 Redecorate

"Redecorate" means to Refurbish and maintain the Demised Premises, the Tenant's property and all exterior signage in the way reasonably required by the Landlord and, if reasonably approved by the Landlord, in the Tenant's corporate style and colour scheme.

1.18 Refurbish

"Refurbish" means

- (a) treating as previously treated all internal surfaces of the Demised Premises by painting, staining, polishing or otherwise to a specification approved by the Landlord acting reasonably; and
- (b) replacing all broken glass, windows, floor coverings, ceiling tiles and defective light bulbs in the Demised Premises that the Landlord may reasonably determine are worn or damaged or need to be replaced.

1.19 Rental Year

"Rental Year" shall mean each separate year of the Terms the first of such rental years commencing on the Date of Commencement and each subsequent Rental Year commencing on the corresponding day of each succeeding year.

1.20 RSLA

"RSLA" means the retail Shop Leases Act Qld 1994 as amended.

1.21 Statutes And Regulations

Reference to statutes regulations ordinances or by-law shall be deemed to extend to all statutes regulations ordinances or by-law amending consolidating or replacing the same.

1.22 Tenant

"Tenant" means and includes the person referred to in Item 6 in the First Schedule and shall extend to and include in the case of a corporation its successors in title and permitted assigns and in the case of a natural person or persons their and each of their respective heirs executors administrators and permitted assigns.

1.23 Term

"Term" means the period of time set for the in Item 6 of the Form 7 in this Lease.

1.24 Bodies And Associations

References to the Brisbane City Council, the Queensland Law Society Incorporated, The Real Estate Institute of Queensland, Australian Property Institute (Queensland Division) and other authorities associations and bodies whether statutory or otherwise shall in the event of any such authority association or body ceasing to exist or being reconstituted renamed or replaced or the power or functions thereof being transferred to any other authority association or body be deemed to refer respectively to the authority association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

1.25 Essential Terms

Each of the covenants by the Tenant contained in each of the following paragraphs are essential terms of this Lease:

Title Reference 11190149

- (a) the covenants to pay rent and consumables at the times and in the manner specified in Clauses 2 and 3;
- (b) the covenant to pay the outlays and expenses specified in Clause 4.1;
- (c) the covenant relating to use of the Demised Premises as specified in Clause 5;
- (d) the covenant to maintain and repair as specified in Clause 6;
- (e) the covenant against voiding insurance as specified in Clause 5.20;
- (f) the covenant to indemnify as specified in clause 11.5;
- (g) the covenant to insure as specified in clause 12;
- (h) the covenants relating to assignment and subletting of the Demised Premises as specified in Clause 13;
- (i) the covenants as to repair and make good and delivery up upon expiration or sooner determination as specified in Clause 16; and
- (j) the covenant to pay GST as specified in clause 21.

1.26 Covenants To Enure Throughout Term

The terms covenants conditions and restrictions in this Lease contained shall unless the context otherwise requires be construed as continuing throughout the Term and shall be observed performed and fulfilled by the parties at all times during the Term.

1.27 Dealings With Tenant

Wherever pursuant to the provisions of this Lease the Landlord is required to agree with, serve notice on, make demand on or bill the Tenant the provisions of this Lease shall have been complied with if the Landlord agrees with, serves notice on, makes demand on, or bills the Tenant in occupation of the Demised Premises at the relevant time (or if no Tenant is in occupation then on the Tenant last in occupation at the relevant time) PROVIDED HOWEVER that nothing in this clause shall release or relieve in whole or in part the obligation of any person who has at any time been the Tenant as defined in this Lease to observe perform and fulfil all of the obligations of the Tenant to be observed performed or fulfilled under this Lease.

1.28 Headings

Headings and sub-headings have been included for ease of reference and none of the terms covenants conditions or restrictions in this Lease appearing are to be construed or interpreted by reference to such headings or sub-headings.

1.29 Implied Covenants

The covenants implied by virtue of the "Land Title Act 1994" and/or the "Property Law Act of 1974" are not negated but shall be deemed to have been modified to the extent of any inconsistency with the provisions hereof.

1.30 Obligations Construed As Covenants

The respective covenants and obligations of the parties as set out in this Lease whether positive or negative shall 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.

1.31 Plurals And Genders

The singular shall include the plural and vice versa and words importing the masculine or neuter gender shall include every gender.

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1.32 Severability

If any term covenant or condition of these presents or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and each term covenant and condition of these presents shall be valid and enforceable to the fullest extent permitted by law.

1.33 Tenants Severally Bound

Where two or more persons are tenants the covenants and obligations on their part in this Lease contained shall bind them jointly and each of them severally.

1.34 Entire Agreement

This lease contains the entire and finally concluded agreement between the parties concerning their subject matter and replaces any representations, negotiations or discussions that may have taken place before signing those documents.

2. RENT

2.1 Annual Base Rent

The Tenant must pay the rent by equal monthly instalments in advance on the first day of each and every month of the Term commencing on the Rent Commencement Date to the bank account of the Landlord by way of direct bank transfer or as the Landlord otherwise directs. For the first rental year the rental payable shall be the amount referred to in Item 7 of the First Schedule.

The rent will be reviewed and increased annually on each anniversary of the Rent Commencement Date by an amount equal to 4%.

2.2 Appointment And Conduct Of Valuer

Not Applicable

2.3 Payment Of Base Rent

Subject to the provisions of Clause 2.6 of this Clause the annual base rent agreed or determined as aforesaid shall be payable without any formal or other demand monthly in advance by calendar monthly instalments each being one twelfth (to the nearest whole cent) the first of such instalments to be paid on the Date of Commencement and thereafter on the first day of each and every month in advance.

2.4 Outgoings

The Tenant must pay the Agreed Proportion of the Outgoings at the same time and in the same manner as the rent is payable under clause 2.1.

2.5 Prepayment Of outgoings

The Landlord may prior to the commencement of any Accounting Period or at any time during any Accounting Period furnish to the Tenant an estimate of the Outgoings required to be paid by the Tenant to the Landlord pursuant to Clause 2.4 in respect of that Accounting Period and the Tenant shall pay such estimated amount by equal periodic payments on the dates appointed for the payment of the instalments of annual rental referred to in Clause 2.1 the first of such periodic payments to be paid on the next date appointed for the payment of the instalments of annual rental following the date of notification by the Landlord of its estimate of the Outgoings for that Accounting Period. At the end of each Accounting Period the Landlord shall forward to the Tenant a detailed statement of Outgoings incurred for that Accounting Period and an adjustment shall be made between the Landlord and the Tenant by the payment of any deficiency by the Tenant to the Landlord or the refunding or crediting of any excess by the Landlord to the Tenant as the case may be. The obligation to adjust at the end of each Accounting Period shall subsist notwithstanding this Lease may have been terminated or earlier determined. The

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amount of the equal periodic payments required to be paid by the Tenant as provided in this clause shall be calculated by dividing the Landlord's estimate of the amount required to be paid for that Accounting Period by twelve and in the event the Landlord furnishes to the Tenant its estimate during the Accounting Period the Tenant shall pay to the Landlord forthwith on demand and amount equal to the whole number of months from the commencement of the relevant Accounting Period to the next date appointed for payment of the instalments of annual rent following the date the Landlord furnishes the estimate to the Tenant multiplied by the amount of the periodic payments.

2.6 Apportionment For Broken Periods

In the event of the Term commencing on a day other than the first day of a month the Tenant shall pay to the Landlord in respect of the broken periods prior to the first complete month of the Term and subsequent to the last complete month of the Term on the first day of each of such broken periods a proportionate part of the monthly instalments payable on account of the annual base rental or Outgoings (as the case may be) ascertained by multiplying the number of days in that broken period by the rent for the Rental Year of which it forms part and dividing the result by 365.

3. LIGHT POWER AND WATER

3.1 Source Of Light And Power

The Tenant shall not use any form of light power or heat other than electric current or gas supplied through meter PROVIDED THAT this covenant shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

3.2 Overloading

The Tenant shall not without the consent in writing of the Landlord first had and obtained install any electrical equipment on the Demised Premises that overloads the cables switchboards or sub-boards through which electricity is conveyed to the Demised Premises. If the Landlord grants such consent any alterations which may be necessary to comply with the requirements of the Building or any statutes regulations ordinances or by-laws relating thereto shall be effected by the Landlord at the expense of the Tenant and the entire cost to the Landlord of such alterations shall be paid by the Tenant upon demand by the Landlord PROVIDED ALWAYS that the Landlord may require the Tenant to deposit with the Landlord the estimated cost thereof before any such alterations are commenced.

3.3 Charges For Electricity

The Tenant shall pay promptly all charges for electricity which may from time to time during the said Terms be imposed or charged in respect of electric current consumed on the Demised Premises to the assessing authority on or before the due date therefore if assessed directly against the Tenant but otherwise to the Landlord within 14 days of being billed therefore by the Landlord at the Tariff rates which would be charged by the electricity authority if such electricity were supplied directly to the Tenant by the electricity authority.

3.4 Charges For Gas

The Tenant shall pay promptly all charges for gas which may from time to time during the said Term be imposed or charged in respect of gas consumed in the Demised Premises to the assessing authority on or before the due date therefore if assessed directly against the Tenant but otherwise to the Landlord within 14 days of being billed therefore by the Landlord at the standard rates which would be charged by the assessing authority if such gas were supplied directly to the Tenant by the assessing authority.

3.5 Charges For Water

If a separate water meter shall at any time at the option of the Landlord be installed in respect of water consumed on the Demised Premises the Tenant shall pay the meter rental (if any) and all charges and assessments for water consumed on the Demised Premises to the assessing authority on or before the

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due date therefore if assessed directly against the Tenant but otherwise to the Landlord within 14 days of being billed therefore by the Landlord at the rate which would be charged by the assessing authority if such water were supplied directly to the Tenant by the assessing authority.

3.6 Bulk Supply Of Power And Other Services

The Landlord and the Tenant agree:

- (a) The Landlord may at its option (from time to time) supply to the Tenant from the bulk supply (if any) of electricity, gas and water purchased by the Landlord all electricity, gas and water consumed on the Demised Premises and in such case the following provisions shall apply:
 - (i) The Tenant shall purchase all electricity, gas and water consumed on the Demised Premises from the Landlord;
 - (ii) So far as it is able to do so the Landlord shall supply to the Tenant all its reasonable requirements for the proper use of the Demised Premises;
 - (iii) The price to be charged for same shall be at the rate and governed by the conditions imposed from time to time by the appropriate Authority supplying electricity or gas or water directly to the Demised Premises;
 - (iv) The Landlord shall render accounts to the Tenant from time to time during the Terms and such account shall be payable to the Landlord within 14 days of the delivery of such accounts PROVIDED HOWEVER that in the event of the Term being determined whether by expiry or other means the Landlord shall be entitled to render an account up to the date of determination and the amount shown to be owing by the Tenant shall be paid to the Landlord forthwith after rendering of such account;
 - (v) Should the Tenant fail to pay accounts rendered by the Landlord for electricity, gas or water charges within the prescribed 14 days the Landlord reserves the right to disconnect the electricity, gas or water supply to the Demised Premises without prejudice to any other rights, powers or remedies of the Landlord and the cost (if any) of such disconnection and of any reconnection of such supply shall be paid forthwith by the Tenant to the Landlord upon demand in writing from the Landlord and the Tenant shall not be entitled to any claim or to institute any proceedings or to any other relief as a result of or in connection with such disconnection by the Landlord; and
 - (vi) The Landlord shall not be responsible for and nor shall the Tenant have any right of action or claim for compensation or damages against the Landlord nor be entitled to any abatement of rent or other moneys payable hereunder for any failure of the bulk supply of electricity gas or water from the appropriate Authority arising from any cause known or unknown or for any failure of the electrical system or gas or water pipes in the Building or the Demised Premises due to breakdown repairs maintenance strikes accidents or causes of any class or description.
- (b) Should the Landlord decide not to supply the Tenant from the Landlord's bulk supply of electricity gas or water the Tenant shall pay to the appropriate Authority all charges for electricity gas and water consumed on the Demised Premises as hereinbefore provided. Where there exists no separate meter for recording or measuring in respect of the Demised Premises any of the services or substances referred to in this sub-clause the Tenant shall if so required by the Landlord arrange for the installation of the same at the cost of the Tenant;
- (c) The Tenant will pay all charges in respect of any telephone services connected to the premises and all other charges and impositions imposed by any public utility or authority for the supply of any service separately supplied to the premises; and
- (d) Should the Tenant make default in the payment of any of the abovementioned charges the Landlord may at its option pay the same and in addition to the Landlord's other remedies it shall be lawful for the Landlord to recover the amount so paid as if the same were rent in arrears hereunder.

3.7 Other Consumables

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- (a) The Tenant must pay (in addition to the rent) during the Lease Term the cost of:-
- (i) air conditioning, toilets, telephones and any other utilities (if any) consumed on or supplied to the Demised Premises;
 - (ii) rubbish removal and/or cleaning the Demised Premises;
 - (iii) supplying any air conditioning, security, lighting or other services benefitting the Demised Premises outside the normal business hours of the Building.
- (b) If any assessment is made directly against the Tenant it must be paid by the Tenant to the supplier authority not later than the due date. If any assessment is made by or directly against the Landlord, it must be paid by the Tenant to the Landlord within 14 days after being billed by the Landlord. The Landlord may, without further notice, discontinue supply of an unpaid utility until it is paid, without any liability or compensation to the Tenant.

3.8 Apportionment of Expenses

- (a) The Landlord may (acting reasonably) determine that an expense (for example and if applicable, any air conditioning costs) payable under this Lease (an "Expense") must be paid by an individual occupier or group or occupiers in the Building who enjoy or share a benefit from it;
- (b) If the Landlord determines that an Expense is payable by:-
- (i) the Tenant alone then the Tenant must pay all of the Expense; and
 - (ii) a group of occupiers including the Tenant, then the Tenant must pay the proportion (as a percentage) that the floor area of the Demised Premises bears to the aggregate lettable floor area of the occupiers that enjoy or share a benefit from the Expense.

4. OTHER CHARGES AGAINST TENANT

4.1 Cost Of Lease

The Tenant shall pay its own costs and those of the Landlord of and incidental to the negotiation, preparation execution stamping (if necessary) and registration of this Lease. The Tenant shall be responsible for payment of all stamp duty, (if any), and any other consent fees (other than mortgagee consent fees which shall be the responsibility of the Landlord), registration fees, council approval fees (if applicable) payable from time to time and the cost of a lease plan if necessary.

4.2 Cost Of Notices of Re-entry And Consents

The Tenant shall upon demand by the Landlord pay reasonable legal costs (as between solicitor and own client) and other costs and expenses incurred by the Landlord in relation to the following:

- (a) any notice or demand lawfully given or made by the Landlord to the Tenant or any guarantor of the Tenant's obligations hereunder under or pursuant to this Lease or the guarantee;
- (b) the lawful determination or lawfully attempted determination of this Lease;
- (c) the lawful re-entry or lawfully attempted re-entry by the Landlord into the Demised Premises;
- (d) the surrender of this Lease (including any stamp duties and registration fees on any instrument of surrender);
- (e) the granting of any approvals or consents by the Landlord as provided in this Lease; and
- (f) any proceedings lawfully brought by the Landlord to enforce the performance by the Tenant of its covenants and obligations under this Lease.

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4.3 Future Taxes

The Tenant shall unless otherwise expressly provided in this Lease pay and discharge without exception all rates taxes charges assessments Outgoings and impositions whatsoever (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal state or Local authorities and whether on a capital or revenue value or any other basis and even though of a novel character) which may at any time during the Term be assessed charged or imposed upon or in respect of the Demised Premises and whether assessed against the Landlord or directly against the Tenant. Any sums so payable by the Tenant if assessed directly against the Tenant shall be paid to the assessing authority not later than the due date for the payment thereof and if assessed against the Landlord shall be paid to the Landlord upon demand by the Landlord.

4.4 Special Services

The Tenant shall pay to the Landlord upon demand by the Landlord the amount of any additional or unusual costs charges and expenses incurred by the Landlord at the written request of the Tenant in having any alterations repairs or maintenance to the Demised Premises or to the Appurtenances therein effected outside of the normal working hours of the tradesmen concerned or in providing any special additional or unusual services for the Tenant.

4.5 Air Conditioning

If the Demised Premises are provided with air conditioning the Landlord shall not be liable to the Tenant in any manner whatsoever by reason of any temporary breakdown or cessation of air conditioning services and no rebate of rental shall be allowed on account thereof PROVIDED HOWEVER that nothing in this Lease express or implied shall be construed as imposing on the Landlord any liability to provide air conditioning by any means. The Tenant acknowledges that the air conditioning equipment was in good repair and condition as at the Commencement Date.

4.6 Air Conditioning Costs

The Tenant shall be responsible for the regular ongoing maintenance of the air conditioning equipment and shall pay all costs and expenses of and incidental to the operation maintenance and repair (except repairs of a structural or capital nature unless such repairs are necessitated by the Tenant's failure to repair and maintain under this clause) including major parts of the air-conditioning equipment. The Tenant must provide to the Landlord upon request details of the maintenance program carried out by the Tenant's air conditioning contractors.

4.7 Excess On Landlord's Insurance

The Tenant shall from time to time on demand by the Landlord pay to the Landlord all extra or excess premiums and other charges (if any) for insurance 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 Tenant.

4.8 Legal Fees

If the Landlord shall without fault on its part be made a party to any litigation commenced by or against the Tenant (other than litigation between the Landlord and the Tenant) and arising directly or indirectly out of the Tenant's occupancy of the Demised Premises the Tenant shall pay to the Landlord on demand by the Landlord all legal fees and disbursements (as between solicitor and own client) incurred by the Landlord in connection therewith.

4.9 Cleaning Dues

In the event of Brisbane City Council or any other cleaning contractor engaged by the Landlord providing any cleansing or refuse service for the Demised Premises (whether at the request of the Tenant or the Landlord or by direction of any officer of Brisbane City Council) the Tenant shall pay the cost thereof to the assessing authority or the contractor (as the case may be) on or before the due date therefore if

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assessed directly against the Tenant but otherwise to the Landlord within 14 days of being billed therefore by the Landlord.

5. USE OF DEMISED PREMISES

5.1 Permissible Use

The Tenant shall not use the Demised Premises or any part thereof or permit the same to be used for any purpose other than as stated in Item 9 of the First Schedule.

5.2 Conduct Of Business

The Tenant shall cause any business permitted to be carried on in the Demised Premises to be conducted in a proper, orderly and businesslike manner during the Trading Hours.

5.3 Licences And Permits

The Tenant shall maintain and renew from time to time all licences permits and registrations required for the carrying on of the business of the Tenant in the Demised Premises.

5.4 Regulations Ordinances And By-law

The Tenant shall observe perform and fulfil all the requirements of any statutes regulations ordinances or by-laws so far as the same may apply to the Demised Premises or to any business or businesses from time to time being conducted therein and in particular but without limiting the generality of the foregoing shall comply with the requirements of all such statutes regulations ordinances or by-laws relating to health water supply sewerage fire and contaminated land (save and except any of them as may require structural alterations or additions (including internal partitioning work) to the Demised Premises unless such alteration business or additions be occasioned by the nature of the Tenant's business or the number or sex of the Tenant's employees) and shall not do or permit to be done anything which may conflict with any such statutes regulations ordinances or by-laws.

5.5 Annoying Or Injurious Conduct

The Tenant shall not carry on or permit to be carried on in any part of the Demised Premises any annoying noxious offensive or illegal business occupation or practice nor shall the Tenant do or permit to be done therein any act or thing or use or permit to be used any plant or machinery which through noise odours vibrations or otherwise shall or may be or grow to the annoyance nuisance grievance damage or disturbance of any other tenant of the Building or of the Landlord or of the occupiers of neighbouring premises.

5.6 Public Address Systems

The Tenant shall not erect or place or permit to be erected or placed on any part of the external walls roof or awnings of the Demised Premises or in any part of the Common Areas any radio or television receiver loud speaker amplifier or other similar device without the consent in writing of the Landlord first had and obtained which consent may be granted or refused or granted subject to conditions in the absolute discretion of the Landlord and which consent may be withdrawn by the Landlord at any time.

5.7 Use Of Appurtenances

The Tenant shall not use or permit to be used the Appurtenances contained in or about the Demised Premises for any purposes other than those for which they were constructed and shall not place or permit to be placed therein any sweepings rubbish bags or other deleterious substances. All Appurtenances must be good repair and condition at the Commencement Date.

5.8 Drains And Wastes

All blockages which may occur in any waste pipes drains and conduits originating within the Demised Premises between their points of origin and their entry into any trunk drain shall be cleared by licensed

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tradesmen employed by the Landlord and all costs thereof incurred by the Landlord shall be paid by the Tenant to the Landlord upon demand.

5.9 Interference With Services

The Tenant shall not interfere with any drains water supply gas electrical plumbing or other services contained in or about the Demised Premises or any of the Appurtenances therein without the consent in writing of the Landlord first had and obtained.

5.10 Erection Of Signs

The Tenant shall not paint erect or affix or permit to be painted erected or affixed any signs notices or advertisements to any part of the exterior of the Demised Premises or to any part of the Building without the consent in writing of the Landlord first had and obtained which consent may be granted or refused or granted subject to conditions in the reasonable discretion of the Landlord.

5.11 Erection Of Fittings

The Tenant shall not erect or affix any blinds or awnings to the Demised Premises or any blinds (venetian or otherwise) to the interior of the windows or doors thereof or affix any fittings to the walls or ceiling thereof without the consent in writing of the Landlord first had and obtained which consent may be granted or refused or granted subject to conditions in the reasonable discretion of the Landlord.

5.12 Holing Of Walls

The Tenant shall not cut make holes in mark deface drill damage or suffer to be cut holed marked defaced drilled or damaged any of the walls ceilings or other parts of the Demised Premises except so far as may be reasonably necessary for the erection of approved signs blinds awnings or fittings as aforesaid and on the removal of any such signs blinds or awnings the Tenant shall reinstate repair and make good any damage caused in or about the erection or removal thereof notwithstanding that the Landlord may have consented thereto.

5.13 Cleaning Of Demised Premises

The Tenant shall at its own cost and expense keep the Demised Premises in a thorough state of cleanliness and shall not allow any accumulation of useless property or rubbish therein. The Tenant must permit any internal cleaning and rubbish removal service ("internal cleaning service") that may be provided by or on behalf of the Landlord access to the Demised Premises to clean and remove any rubbish from it. The Landlord is not liable for any claim, loss or damage concerning the said internal cleaning service. The Tenant must pay to the Landlord the reasonable cost of providing the internal cleaning service within 14 days after being billed for it by the Landlord.

5.14 Refuse

The Tenant shall at its own cost and expense cause all wet refuse (if any) to be removed daily outside of normal business hours and shall also at its own cost and expenses cause to be removed from time to time (and to the extent necessary to ensure that the same do not become readily visible from the Common Areas) all packing materials cartons containers and other waste material of every description which do not form part of the normal refuse removed by Brisbane City Council. Refuse which is removed by Brisbane City Council shall be properly wrapped and placed in bins to be located in the service areas provided for the Demised Premises.

5.15 Rodents And Vermin

The Tenant shall at its own cost and expense keep the Demised Premises free and clear of rodents termites and cockroaches and other vermin.

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5.16 Overloading Of Floors

The Tenant shall observe the maximum floor loading weights nominated by the Landlord and shall not permit the floors of the Demised Premises to be broken strained or damaged by overloading the same in any manner howsoever. In particular the Tenant shall not install any safes or other heavy equipment except in such positions and subject to such conditions as the Landlord may in writing approve.

5.17 Infectious Diseases

In the event of any infectious disease happening upon the Demised Premises which may require notification by virtue of any statute regulation or ordinance the Tenant shall give all the necessary notices and any other information which may be required in respect thereof to the proper authorities and shall give notice in writing thereof to the Landlord and shall at its own expense thoroughly fumigate and disinfect the Demised Premises.

5.18 Castors

The Tenant will not during the Term of the Lease or any extension thereof without the consent in writing of the Landlord first had and obtained use upon the Demised Premises any furniture or furnishings plant or equipment mounted upon or fitted with roll castors or similar equipment which consent may be granted or refused or granted subject to conditions in the absolute discretion of the Landlord.

5.19 Inflammable Substances

The Tenant shall not bring upon or store in the Demised Premises any explosive or any inflammable or corrosive fluids or chemicals.

5.20 Conduct Voiding Insurance

The Tenant shall not at any time do permit or suffer to be done or omit to do any act matter or thing upon the Demised Premises or any part of the Common Areas whereby any insurances on the Land or any improvements erected thereon may be vitiated or rendered void or voidable or (except with the approval in writing of the Landlord) whereby the rate of premium on any such insurance policies shall be liable to be increased and the tenant shall do permit or suffer to be done immediately upon the request of the Landlord all things necessary to continue in force any insurances which have been effected by the Landlord. If the Tenant shall commit a breach of this clause then in addition to and without prejudice to any other rights and remedies vested in the Landlord the Tenant shall forthwith without demand pay to the Landlord any increased premium.

5.21 Auction Sales

The Tenant shall not in any circumstances hold or permit to be held any auction sales in or about the Demised Premises.

5.22 Preparation Of Food

The Tenant shall not permit the preparation of any food (other than morning and afternoon teas or for personal consumption) on the Demised Premises except to the extent and subject to such conditions as may be previously approved of in writing by the Landlord.

5.23 Notice Of Damage

The Tenant shall advise the Landlord promptly in writing of any damage sustained to the Demised Premises or any part thereof or the defective operation of any of the Appurtenances (including without limitation the Air Conditioning Equipment and the Fire Equipment).

5.24 Security

The Tenant shall cause all exterior doors and windows in the Demised Premises to be securely locked and fastened at all times when the Demised Premises are not being used and hereby authorises the

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Landlord's representative from time to time to enter the Demised Premises for the purpose of locking any such door or window left unlocked or unfastened or checking the general security of the Building and the Demised Premises.

5.25 Fire Or Emergency Drills

The Tenant shall at all times observe and comply with and cause to be observed and complied with by its agents employees invitees and all persons claiming through or under the Tenant all fire or emergency drills whether or not such drills induce the evacuation of the Demised Premises. The Tenant shall not have any right or claim against the Landlord for any loss or injury or damages or loss of profit arising out of or in connection with any such drill.

5.26 Environmental Protection Act 1994

The Tenant shall provide to the Landlord copies of all notices the Tenant is required to serve on or receives from the directors or any other authority or person pursuant to the Environmental Protection Act 1994. The copies shall be provided to the Landlord forthwith on receipt by the Tenant or service on the Director or other authority or person as the case may be.

5.27 Maintenance Of Fittings

The Tenant shall keep and maintain in good repair and condition and replace as necessary so as to preserve the good appearance thereof and to maintain the same in a safe condition, all furnishings, equipment and property of the Tenant in the Demised Premises.

6. MAINTENANCE AND REPAIR OF DEMISED PREMISES

6.1 Inspection By Landlord

The Landlord may by itself or its agents and with or without workmen and others, after providing not less than 24 hours written notice to the Tenant except in the case of emergency in which case reasonable notice shall be required, enter upon and view the state of repair of the Demised Premises and leave upon the Demised Premises a notice in writing requiring the Tenant to repair within a reasonable time therein prescribed, any defects which are the obligation of the Tenant.

6.2 Plate Glass

The Tenant shall promptly and at its own expense repair and replace all broken cracked or damaged plate or other glass in the Demised Premises (whether or not such windows form part of the external walls thereof).

6.3 Painting Of Interior

The Tenant shall at its own cost and expense paint the walls ceilings and other parts of the interior of the Demised Premises which have at any time been previously painted during the last year of the Term whatever be the period of this Lease with no less than one coat of first quality paint in a proper and workmanlike manner and in accordance with a specification approved of by the Landlord and to the reasonable satisfaction of the Landlord in the original colours thereof or in such other colour or colours as may be approved of in writing by the Landlord.

6.4 Doors Locks And Windows

The Tenant shall at all times during the Terms and at its own cost and expense keep and maintain the doors locks windows and window fitting of the Demised Premises in as good and efficient working order and condition as at the date of Commencement and at the expiration or sooner determination of the said Terms return all keys of the Demised Premises to the Landlord.

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6.5 Bulbs And Tubes

The Tenant or the Landlord shall at the Tenant's expense from time to time replace all broken, faulty or blown light bulbs and tubes and associated fittings from time to time installed in any part of the Demised Premises.

6.6 Fair Wear And Tear

- (a) Subject to the express provisions of this Clause, the Tenant shall at its own cost and expense keep and maintain the Demised Premises and all Appurtenances in good and tenantable repair and condition as at the Date of Commencement fair wear and tear and damage by fire flood storm tempest explosion riot civil commotion war or otherwise by inevitable accident or act of God and without any neglect or default on the part of the Tenant alone excepted PROVIDED ALWAYS that the exception in respect of fair wear and tear shall apply only if the Tenant shall have taken all reasonable measures and precautions to ensure that any damage defect or dilapidation which at any time shall be occasioned by fair wear and tear shall not give rise to or cause or contribute to any injury to the Demised Premises AND PROVIDED FURTHER any such event as aforesaid shall not be excepted if any insurance moneys otherwise payable in relation to such event are irrecoverable through the act, neglect, default, omission or misconduct of the Tenant or its authorised person.
- (b) Despite anything to the contrary, the Tenant must at its cost to the reasonable satisfaction of the Landlord:
- (i) immediately repair any damage caused by any neglect, default or misuse by the Tenant;
 - (ii) immediately replace or repair any items of the Landlord's property or Tenant's property or both that may be broken or damaged by the Tenant with items of a similar type and quality; and
 - (iii) Redecorate within 3 months after written notice from the Landlord (but not more than once during each consecutive period of 5 years), and in any case Redecorate during the last 3 months of the lease term if the Tenant is then entitled to a further term.

6.7 Taps, Washers And Sinks

The Tenant shall at all times during the Term and its own cost and expense keep and maintain all taps, washers and sinks in the Demised Premises in as good and efficient working order and condition as at the Date of Commencement.

7. ALTERATIONS TO DEMISED PREMISES

7.1 No Alterations Without Consent

The Tenant shall not make or cause to be made any structural or other alterations or additions to the Demised Premises or any alterations or additions to the Appurtenances or Fire Equipment without first submitting full detailed drawings and other specifications of the proposed works and particulars of the materials proposed to be used and obtaining the Landlord's consent in writing thereto which consent may be granted upon such terms and conditions as the Landlord may acting reasonably think fit. In any case where the Landlord grants its consent it shall be a condition of that consent that the works are carried out under the supervision of the Landlord's architect. The Tenant shall pay to the Landlord forthwith on demand all costs and expenses incurred by the Landlord including architects and other consultants fees payable by the Landlord whether any such consent is granted or not. The Tenant shall indemnify and hold indemnified the Landlord from and against all injury or damage to the demised Premises caused in or about the erection or construction of such alterations or additions or removal thereof notwithstanding that the Landlord may have consented thereto.

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7.2 Alterations Required For Tenant's Business

Any alterations which may be required to the Demised Premises or to the water gas electrical plumbing Fire Equipment or other services to make or keep the Demised Premises suitable for use by the Tenant in its business or required by reason of the number or sex of the person employed in the Demised Premises shall be effected by and at the expense of the Tenant PROVIDED ALWAYS that the Tenant shall first submit all detailed drawings and other specifications of the proposed work and class of materials proposed to be used and obtain the Landlord's consent in writing to the same (which consent shall not be unreasonably refused if such alterations are required by law) AND PROVIDED FURTHER that the Tenant shall indemnify and hold indemnified the Landlord from and against all injury or damage to the Demised Premises or the Building caused in or about the erection or construction of such alterations or additions or the removal thereof and notwithstanding that the Landlord may have consented thereto. In any case where the Landlord grants its consent it shall be a condition of that consent that the works are carried out under the supervision of the Landlord's architect. The Tenant shall pay to the Landlord forthwith on demand all costs and expenses incurred by the Landlord including architects and consultants fees payable by the Landlord whether any such consent is granted or not.

7.3 Workplace Health And Safety Act

When the Tenant carries out any works to the Demised Premised the Tenant shall be the principal contractor in relation to such works for the purpose of the Workplace Health and Safety Act 1989.

8. DAMAGE OR DESTRUCTION OF DEMISED PREMISES

8.1 Abatement Of Rent And Suspension Of Covenant To Repair

In case of the total or partial destruction of or damage to the Building by fire flood storm tempest explosion riot civil commotion war earthquake or otherwise by inevitable accident or act of God and without any neglect or default on the part of the Tenant whereby the Demised Premises shall be rendered wholly or partially unfit for occupation or use by the Tenant in the conduct of its business payment of the rent hereby reserved or a proportionate part thereof according to the extent of the damage sustained and the covenant to repair hereinbefore contained so far as it has relation to any such destruction or damage shall be suspended until the Demised Premises shall have been restored and again put in a proper condition fit for use by the Tenant for the purpose of its business. Nothing contained in this Lease either expressed or implied shall oblige the Landlord to either reinstate or repair the Building or the Demised Premises in the event of the destruction of or damage to the same or in the event the Landlord elects to reinstate or repair the Building or the Demised Premises to reinstate or repair the Building or the Demised Premises to the former specifications thereof so long as the layout and area of the Building and the Demised Premises be not substantially different from the layout and area of the Building and the Demised Premises prior to such damage or destruction and the materials employed therein be not inferior to the materials formerly used therein.

8.2 Landlord May Determine

If the Building shall be destroyed or damaged by any of the causes or agencies aforesaid so that the Demised Premises are wholly or partially unfit for occupation or use for the purposes for which they were demised the Landlord may in lieu of restoring or causing the Building to be restored give notice in writing to the Tenant cancelling this Lease and this Lease shall thereupon be determined but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements in this Lease contained or implied.

8.3 Tenant May Determine If No Reinstatement

If the Demised Premises shall be destroyed or so damaged by any of the causes or agencies aforesaid and without any neglect or default on the part of the Tenant so as to be wholly unfit for occupation or use for the purposes for which the premises were demised and the Landlord shall not have substantially commenced to restore the same within a reasonable time from the date of such destruction or damage it shall be lawful for the Tenant at any time thereafter to surrender this Lease by giving to the Landlord notice in writing of its intention in that behalf and this Lease shall upon the Tenant executing a surrender in registrable form and delivering the same to the Landlord together with the Tenant's copy of the Lease

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and yielding up vacant possession of the Demised Premises be determined but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements contained or implied in this Lease but no compensation shall be payable by either party to the other. The Tenant shall pay to the Landlord upon demand any stamp duties and registration fees on such surrender but any refund of stamp duty shall belong to the party who bore the expense.

8.4 Arbitration Of Disputes

If any dispute question or difference shall arise between the parties as to the meaning operation or effect of the preceding clauses of this Clause or as to the rights or liabilities of either of the parties under such clauses such dispute question or difference shall be referred to the arbitration of an independent arbitrator to be appointed by the President or by the person for the time being fulfilling the office of President of the Queensland Law Society Incorporated whose decision or award shall be conclusive and binding on the parties and any such submission to arbitration shall be deemed to be submission to arbitration within the meaning of the "The Commercial Arbitration Act 1990" and subject to the provisions of that Act an award pursuant to a reference to arbitration in accordance with the provisions of this Lease shall be a condition precedent to any action or other legal proceedings between the parties relating to such dispute question or difference. The arbitrator shall have power to award costs and either party may make such award a rule of Court.

9. RESERVATIONS

9.1 Right Of Entry To Effect Works

The Landlord expressly reserves the right and the Tenant shall permit the Landlord with contractors workmen and others and with all necessary materials machinery and appliances at all times to enter upon the Demised Premises for all or any of the following purposes:

- (a) effecting any alterations remodelling or repairs or carrying out or undertaking any works which may be incumbent upon the Landlord by law or which the Landlord may wish to carry out for ensuring the safety and preservation of the Demised Premises or of any adjacent premises; or
- (b) erecting laying or installing in or under or over the Demised Premises any poles masts posts drains conduits pipes mains cables electric or other wires which may from time to time be required for any existing or future service to the Building or any part thereof; or
- (c) inspecting removing installing maintaining altering or adding to any water gas electrical telephone plumbing or other services to the Building or any part thereof; or
- (d) inspecting and carrying out tests or investigations the Landlord is required by law to undertake or considers appropriate to ascertain whether the Land is contaminated land (as defined in the Environmental Protection Act 1994) and where necessary to carry out all remedial works as required by law and/or to ensure the Land ceases to be contaminated land;

PROVIDED ALWAYS that except in an emergency (as to which the Landlord shall be the sole judge) when this right of entry may be exercised at any time the Landlord shall carry out such works in such a manner as to minimise so far as may be practicable any inconvenience or interruption to the business of the Tenant caused thereby.

9.2 Viewing

The Landlord reserves the right and the Tenant shall permit at all reasonable time of the day prospective purchasers of the Building (and also prospective tenants of the Demised Premises during the period of 3 calendar months immediately preceding the date of determination of the Lease) either bearing the written authority of or accompanied by the Landlord or its agents to view the Demised Premises.

9.3 Additions To The Building

The Landlord may at any time during the Terms at its absolute discretion build additions to the Building and for that purpose may (without incurring any liability to the Tenant) interrupt the water gas electrical and other services to the Demised Premises PROVIDED ALWAYS that the Landlord shall carry out such

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works in such a manner to minimise so far as may be practicable any inconvenience or interruption caused to the business of the Tenant.

9.4 Structures In Common Areas

The Landlord expressly reserves the right from time to time during the Term to erect remove and re-erect free standing signs and other structures in any part of the Common Areas or the Car Park and upon such terms and conditions as the Landlord in its absolute discretion may think fit.

9.5 Grant Of Easements

The Landlord expressly reserves the right for the purpose of providing public or private access to or egress from the Land or other land adjacent to the Land (hereinafter called "adjacent land") or the support of structures erected or to be erected on adjacent land or the provision of services (including water drainage gas electricity telephonic and electronic communications) to the Land or to adjacent land to enter into any arrangements or agreements with any of the owners lessees tenants or occupiers of adjacent land or with any public or other authority and for such purposes may dedicate transfer grant or create easements in favour of such persons and/or authorities and upon such terms and conditions as the Landlord thinks fit and the estate or interest of the Tenant under this Lease shall be deemed to be subject to any such arrangement or agreement PROVIDED ALWAYS that the Landlord in exercising the rights reserved by this clause shall not enter into any arrangement or agreement or dedicate transfer grant or create any easement right or privilege in favour of any person other than the Tenant which shall substantially or permanently derogate from the enjoyment of the rights conferred on the Tenant by this Lease.

10. DELETED INTENTIONALLY

11. LANDLORD'S LIABILITIES AND INDEMNITIES

11.1 Suitability Of Premises

The Landlord does not expressly or impliedly warrant that the Demised Premises are at the Date of Commencement or will remain fit suitable or adequate for all or any of the purposes of the Tenant.

11.2 Assumption Of Risk By Tenant

The Tenant agrees to occupy and use the Demised Premises at the risk of the Tenant and the Landlord shall not in any circumstances be liable to the Tenant for any damage to the plant equipment fixtures fittings merchandise or any other property of any description of or in the possession of the Tenant and contained in or about the Demised Premises occasioned by water heat fire electricity vermin explosion tempest riot civil commotion bursting pipes or by the entry of water from any source whatsoever or by the operation of any Fire Equipment nor for any loss of profits resulting therefrom and notwithstanding that the same may occur by reason of any defect in the construction of the Building or any part thereof or of any of the Appurtenances therein or by reason of any such damage or loss arising from any act or omission by the Landlord or any contractor of the Landlord and their respective employees or by any member of the public, save in the event of negligence on the part of the Landlord or its contractors.

11.3 Interruption Of Services

The Landlord shall not in any circumstances be liable to the Tenant for any loss or damage suffered by the Tenant for any malfunction failure to function or interruption of or to the Air Conditioning Equipment, lifts and elevators or other plant and equipment or the provision of any services to the Building or the Demised Premise, water gas or electricity services the Fire Equipment or any of the Appurtenances contained in the Demised Premises or in the Building or for the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause whatsoever unless such loss or damage has been occasioned by the wilful and/or negligent acts of the Landlord and its contractors and employees.

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11.4 Condition Precedent

Notwithstanding anything in this Lease contained the Landlord shall not be liable for any damage or loss the Tenant may suffer by reason of the neglect or omission of the Landlord to do any act or thing to or in respect of the Demised Premises or the Building and which (as between the Landlord and the Tenant) the Landlord might be legally liable to do unless the Tenant shall have given to the Landlord notice in writing of such act or omission of which the Tenant is or ought to be aware and the Landlord has without reasonable cause failed within a reasonable time thereafter to take proper steps to rectify such act or omission.

11.5 Indemnities

Save to the extent of any negligence on the part of the Landlord, the Tenant shall indemnify and hold indemnified the Landlord from and against all actions claims demands losses damages costs and expenses which the Landlord may sustain or incur or for which the Landlord may become liable whether during or after the Terms in respect of or arising from:

- (a) **Breach of Covenant:** Loss damage or injury from any cause whatsoever including loss damage or injury to property or person within or without the Building occasioned or contributed to by neglect or default of the Tenant or any servant agent sub-tenant or other person claiming through or under the Tenant to observe or perform any of the covenants conditions regulations and restrictions of the part of the Tenant hereunder whether positive or negative express or implied;
- (b) **Misuse:** The negligent use or misuse waste or abuse by the Tenant or any servant agent sub-tenant or any other person claiming through or under the Tenant of any water gas or electricity or other services to the Demised Premises or to the Building;
- (c) **Escape of harmful agent:** The overflow leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the Demised Premises cause or contributed to by any act or omission on the part of the Tenant its servants agents sub-tenants or other persons aforesaid;
- (d) **Failure to notify:** The failure of the Tenant to notify the Landlord of any defect in any of the Air Conditioning Equipment, Fire Equipment or appurtenances in the Demised Premises;
- (e) **Use of Demised Premises:** Loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Demised Premised by the Tenant or any servant agent sub-tenant or other person aforesaid;
- (f) **Personal injury:** Any personal injury sustained by any person in or about the Demised Premises howsoever caused other than the negligent act of the Landlord its servants or agents; and
- (g) **Laws:** The carrying out of any investigations tests or works required by law arising out of the acts or omissions of the Tenant or any servant agent sub-tenant or other persons as aforesaid.

PROVIDED ALWAYS that if the Tenant effects the insurance policies referred to in Clause 12 the obligation of the Tenant to indemnify the Landlord under this clause shall apply only to the extent that the Landlord does not recover under such policies any losses damages costs or expenses occasioned by such actions claims or demands.

12. INSURANCES

12.1 Tenant To Insure Glass

The Tenant shall insure and keep insured all glass in or about the Demised Premises including that forming part of the external walls of the Building against breakage under a policy in the name of the Tenant but noting the Landlord's interest as Landlord with an insurance company to be approved by the Landlord (with approval shall not be unreasonably refused or withheld) and which policy shall contain a provision which acknowledges that the Landlord may effect similar insurances in which event the policy effected by the Tenant shall afford the primary cover and shall produce evidence of the currency of such insurance to the Landlord whenever requested by the Landlord so to do.

12.2 Tenant's Public Liability Policy

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The Tenant shall at its own expense insure and keep insured in the name of the Tenant but noting the Landlord's interest as Landlord with an with an insurance company to be approved of by the Landlord (which approval shall not be unreasonably refused or withheld) and for an amount from time to time reasonably required by the Landlord (being not less than the sum specified in item 10 of the First Schedule in respect of any one claim) against public liability in the form of a standard public liability policy of such approved insurer but bearing an endorsement extending indemnity to such other risks of an insurable nature for which the Tenant is obliged to indemnify the Landlord in terms of Clause 11 and containing a provision which acknowledges that the Landlord may effect similar insurances in which event the policy effected by the Tenant shall afford primary cover and shall produce evidence of the currency of such insurance to the Landlord whenever requested by the Landlord so to do.

12.3 Tenant's Fittings And Stock

The Tenant shall at its own expense insure and keep insured its plant, fittings, fixtures and stock-in-trade (if any) contained in or about the Demised Premises to the full insurable value against loss or damage occasioned by fire, fire-fighting activities, fusion, explosion, lightning, civil commotion, storm, tempest, earthquake, burglary and malicious damage and shall produce such insurance policy and the receipted premium notices to the Landlord upon demand. In the event of any loss or damage of its plant, fittings, fixtures and stock-in trade (if any) as aforesaid the Tenant shall reinstate the same as are damaged from moneys payable under the policy and in the event of any deficiency shall make up the balance out of it own funds.

13. ASSIGNMENTS LEASES AND MORTGAGES

13.1 Restriction On Assignment

The Tenant shall not assign or sublet (which expression shall be deemed to include and extend to permitting any licensee or concessionaire to conduct business on his own account in any part of the Demised Premises) or in any manner part with possession of the Demised Premises or any part thereof this Lease without the consent in writing of the Landlord first had and obtained PROVIDED THAT such consent shall not be arbitrarily or capriciously refused or withheld in any case where:

- (a) the proposed assignee or undertenant shall be a respectable and financially responsible person the onus of proving which things to the satisfaction of the Landlord shall be upon the Tenant;
- (b) the Tenant if required so to do by the Landlord pays any legal fees incurred by the Landlord in connection with the investigation of the proposed assignee and otherwise relating to the proposed assignment or underletting;
- (c) in the case of subletting or licence permitting any person or persons to occupy floor space within the Demised Premises the rent payable is the best which can be reasonably obtained;
- (d) all rent and other moneys due or payable as at the date of assignment or commencement of the sublease shall have been paid by the Tenant and there shall not then be any existing unremedied breach of the terms covenants conditions and restrictions in this Lease contained which has not been waived by the Landlord;
- (e) the proposed assignee or sublessee shall by deed covenant with the Landlord to observe and perform the terms covenants conditions and restrictions on the part of the Tenant under this Lease whether expressed or implied including the obligation to indemnify the Landlord as provided in this Lease and shall appoint the Landlord its attorney for the purpose of surrendering this Lease as provided in this Lease such deed to be prepared by the Landlord's solicitors at the expense of the Tenant and to be in such form as the Landlord's solicitors may reasonably require;
- (f) if the proposed assignee or sublessee is a corporation the Landlord may as a condition of its consent to such assignment or sublease require that the covenants on the part of the assignee or sublessee referred to in the last preceding clause shall be guaranteed by the directors and/or principal shareholder of such corporation such guarantee to be prepared by the Landlord's solicitors at the cost and expense of the Tenant; and

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- (g) if this Lease is registered in the Department of Natural Resources and Mines or is to be registered the assignee shall undertake to register in the Department of Natural Resources and Mines the assignment of this Lease as soon as possible following such assignment and do all acts matters and things necessary at the cost of the assignee to ensure such is registered.

13.2 Change In Shareholding Of Tenant

Where the Tenant is a corporation any change in the principal shareholding of the tenant or in any holding of the Tenant (as defined in the Corporations Law) altering the effective control of the Tenant or its holding company or if the management and effective control of the Tenant passes to a person who is not an employee of the Tenant then an assignment of this Lease shall be deemed to have occurred requiring the consent of the Landlord which consent shall not be arbitrarily or capriciously refused or withheld if condition (d) and/or (f) of Clause 13.1 has been complied with. The Tenant will, whenever requested so to do by the Landlord, provide such information relating to the matters referred to in this Lease to establish that there has been no assignment of the Lease within the meaning of this Lease.

13.3 Restriction On Mortgaging

The Tenant shall not mortgage charge or otherwise encumber its estate or interest in this Lease without the consent of the Landlord first had and obtained which consent may be given or refused or given on such terms and conditions as the Landlord may at its discretion determine.

14. LANDLORD'S TITLE

14.1 Quiet Enjoyment

The Landlord warrants subject to the provisions of this Lease that the Tenant paying the rent hereby reserved and observing and performing the covenants conditions and restrictions on its part in this Lease contained shall and may peaceably hold and enjoy the Demised Premises during the said Term without any interruption by the Landlord or by any person rightfully claiming through under or in trust for it subject always to the rights, powers, remedies and reservations of the Landlord in this Lease contained.

14.2 Payment Of Rates And Taxes

The Landlord shall pay or cause to be paid as and when they fall due all rates, taxes, charges, assessments and other outgoings assessed or chargeable in respect of the Land and/ or this Lease except where this Lease shall otherwise provide.

15. DEFAULT OF TENANT

15.1 Landlord May Rectify

If the Tenant shall fail to pay any moneys or charges as required to any person other than the Landlord or if the Tenant shall fail to perform any affirmative covenant on the part of the Tenant the Landlord may at its option as the agent of the Tenant make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Tenant to the Landlord and shall be payable by the Tenant to the Landlord on demand by the Landlord.

15.2 Interest On Overdue Payments

If the Tenant shall fail to pay to the Landlord any moneys including without limitation rent which are payable by the Tenant to the Landlord in terms of this Lease on the due date for payment thereof the Tenant shall pay interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgement which the Landlord may obtain against the Tenant from the date of any such judgement until the same shall be satisfied at the rate equal to the greater of ten per cent (10%) and the aggregate of the Lending Rate of the Landlord's bank from time to time calculated on a daily basis plus 2. A certificate under the hand of the Manager of the Landlord's principal bank as to the rate charged on the Landlord's overdraft account shall be conclusive evidence thereof. All interest payable by the Tenant to the Landlord pursuant to this

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clause shall be paid on demand made by the Landlord. The obligation of the Tenant hereunder shall not derogate from the other rights powers and remedies of the Landlord arising consequent upon the failure of the Tenant to pay to the Landlord any moneys including without limitation rent due on the due date for payment thereof.

15.3 Separate Suits

The Landlord may without prejudice to any other remedy sue the Tenant for any moneys which may from time to time become due and owing by the Tenant to the landlord hereunder and in particular the Landlord may sue for any instalments of rent as and when the same become due and by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Tenant to the Landlord upon the completion of the calculations required to be made at the end of each Rental Year and neither the institution of any such suit nor the entering of judgement therein shall bar the Landlord from bringing a separate suit or suits for the balance of any rental or other moneys due to the Landlord hereunder.

15.4 Definition of Default

In any of the following circumstances namely:

- (a) **Rent in Arrears:** if the rent hereby reserved or any part thereof shall be unpaid and in arrears after the same shall have become due whether any formal or other demand therefore shall have been made or not; or
- (b) **Failure to Pay Moneys:** if any moneys payable by the Tenant to the Landlord hereunder on demand shall not have been paid by the due date for payment under this Lease or if any other moneys payable by the Tenant to the Landlord shall not have been paid by the due date therefore; or
- (c) **Failure to Effect Repairs:** if the Tenant shall not have effected the repairs required by any notice given in terms of Clause 6.1 within the time therein prescribed; or
- (d) **Breach of Covenants:** if the Tenant shall fail to observe perform or fulfil any of the other terms covenants conditions and restrictions in this Lease contained on the part of the Tenant (whether positive or negative); or
- (e) **Liquidation of Company:** if an application is made for the winding up of the Tenant (otherwise than for the purpose of reconstruction) or if the Tenant makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or if the Tenant stops payment or is unable to pay its debts within the meaning of the Corporations Law or if any act or event mentioned in Sections 460 and 461 of the Corporations Law shall occur in relation to the Tenant or if a receiver or a receiver and manager or an official manager or a provisional liquidator be appointed to the Tenant or in respect of the assets and undertaking of the Tenant or any part thereof; or
- (f) **Execution against Lease:** if the interest of the Tenant under this Lease is attached or taken in execution under any legal process; or
- (g) **Position of Guarantor:** if any party who has guaranteed the obligations of the Tenant under this Lease being an individual is unable to pay its debts as and when they fall due or commits an act of bankruptcy or dies or being a company an event referred to in sub-clause (e) occurs in respect of that company;

the Tenant shall be deemed to have made default.

15.5 Non-Waiver

The waiver of the Landlord of any default of the Tenant or any breach by the Tenant of any of the terms covenants conditions and restrictions of this Lease shall not in any circumstances be construed or operate as a licence to the Tenant to repeat or continue any such default or breach nor shall any such waiver be construed or operate as a waiver of any such default or breach whether of the like nature or not or as a waiver of the essentiality of any obligation hereunder which by virtue of Clause 1.26 is an essential term of this Lease.

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15.6 Forfeiture Of Lease

If the Tenant shall have made default as aforesaid the Landlord may at its option:

- (a) **Determination by re-entry:** without any prior demand or notice re-enter into and take possession of the Demised Premises or any part thereof in the name of the whole (by force if necessary) and eject the Tenant and all other persons therefrom and repossess and enjoy the same as of its first and former estate therein and thereupon this Lease shall be absolutely determined; or
- (b) **Determination by notice:** by notice in writing to the Tenant determine this Lease and from the date of giving such notice this Lease shall be absolutely determined; or
- (c) **Conversion to monthly tenancy:** by notice in writing to the Tenant elect to convert the said Term into a tenancy from month to month in which event this Lease shall be determined as from the giving of such notice and thereafter the Tenant shall hold the Demised Premises from the Landlord as tenant from month to month at a monthly rental equal to one twelfth of the aggregate of the annual rental and Outgoings payable hereunder at the date of giving such notice (such rental being payable monthly in advance) but otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

15.7 Removal Of Contents

The Landlord may upon re-entry as contemplated in Clause 15.6 remove from the Demised Premises any contents of every description including but not limited to the foregoing all plant equipment stock and fittings of the Tenant in or about the Demised Premises and store the same in a public warehouse or elsewhere at the cost of and for the account of the Tenant without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by such removal or storage.

15.8 Damages

In addition to any other rights remedies or powers of the Landlord arising consequent upon a breach by the Tenant of its obligations hereunder the Landlord shall have the following further additional rights:

- (a) To recover damages from the Tenant arising as a result of any breach by the Tenant of an essential terms of this Lease and the Tenant agrees to indemnify and hold indemnified the Landlord from all loss damage or expense it may suffer arising out of a breach of an essential term of this Lease; and
- (b) To recover damages from the Tenant if the conduct of the Tenant (whether by acts or omissions) constitutes a repudiation of this Lease (or of the Tenant's obligations under this Lease) and the Tenant agrees to indemnify and hold indemnified the Landlord from all loss damage or expense it may suffer arising out of or as a result of any such conduct.

It is expressly agreed that the Landlord's right to recover damages or to be indemnified as aforesaid shall not be affected or limited by any of the following:

- (i) the Landlord exercising its rights to re-enter or to terminate this Lease; or
- (ii) if the Tenant shall abandon or vacate the Demised Premises; or
- (iii) if the Landlord shall accept the Tenant's repudiation; or
- (iv) if the conduct of the parties to this Lease shall constitute a surrender by operation of law.

15.9 Tender After Determination

All moneys tendered by the Tenant after the determination of this lease in either of the modes aforesaid may be (in the absence of any express election by the Landlord) shall be accepted and 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 as aforesaid.

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15.10 Holding Over

If the Tenant shall with the consent of the Landlord remain in occupation of the Demised Premises after the expiration of the Term the Tenant shall (in the absence of any express agreement to the contrary) be deemed to hold the Demised Premise as tenant from month to month at a monthly rental equal to one-twelfth of the annual rental payable hereunder at the date of expiration of the Term (such rental being payable monthly in advance) but otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

16. DETERMINATION OF TERM

16.1 Tenant To Yield Up

The Tenant shall at the expiration or sooner determination of the Term yield up the Demised Premises in the order and condition described in Clause 6 but otherwise to the same condition that the Premises were offered as at the Commencement Date.

16.2 Tenant's Right To Remove Fittings

Provided the Tenant shall have duly paid the rent hereby reserved and duly observed performed and fulfilled all the covenants terms and conditions on its part to be observed performed and fulfilled hereunder the Tenant may and in any case shall if required by the Landlord at any time whether during or subsequent to the expiration or earlier determination of the Term Redecorate and remove from the Demised Premises all fixtures, fittings, plant, equipment, partitions, floor coverings, signs, notices, furniture, office equipment or other articles which are not owned by the Landlord or which were erected or installed by or on behalf of or at the direction of the tenant or any previous occupier of the Demised Premises ("the Tenant's Fittings") provided that where the removal of any of the Tenant's Fittings will cause substantial damage to the Demised Premises then the Tenant shall not be entitled to remove that item except in the case of a direction by the Landlord to remove the same and provided further that the Tenant shall make good any damage whatsoever caused to the Demised Premises by the exercise by the Tenant of its rights or by the performance of its obligations under this Clause AND PROVIDED FURTHER that the Tenant shall carry out and complete all necessary works including the re-altering of any alterations made by the Tenant (whether with the consent of the Landlord or otherwise) so that the Demised Premises are restored and reinstated to their original condition. Where the Tenant exercises its rights of removal pursuant to this clause such removal shall be carried out during the last 28 days of the Term and in any other case within 28 days of notice in writing from the Landlord requiring the removal of the Tenant's Fittings.

16.3 Abandoned Fittings Belong To Landlord

Any of the Tenant's Fittings not removed by the Tenant as aforesaid shall be deemed abandoned by the Tenant and shall be and become the property of the Landlord PROVIDED THAT nothing in this Lease contained shall relieve the Tenant from, and save where the Landlord agrees in writing to the contrary the Tenant shall be liable to the Landlord for, the cost and expense of and associated with any removal by the Landlord of fittings and fixtures not removed by the Tenant from the Demised Premises and the cost and expenses of and associated with the making good of any damage whatsoever to the Demised Premises caused by the said removal by the Landlord.

16.4 Removal Of Landlord's Fittings

The Tenant shall, at its cost, within 14 days after notification by the Landlord (provided the Tenant shall not be required to comply with its obligations under this clause earlier than 14 days prior to the expiration or sooner determination of this Lease):

- (a) remove from the Demised Premises such of the Landlord's Fittings as specified by the Landlord to the Tenant;
- (b) dispose of in such manner and/or deliver to such place or places the Landlord's Fittings as the Landlord may reasonably direct; and

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- (c) make good any damage whatsoever caused to the Demised Premises or the Building in removing the Landlord's Fittings and shall ensure the Demised Premises are restored and reinstated to their condition prior to the installation of the Landlord's Fittings which are removed.

PROVIDED HOWEVER that any costs in storing the Landlord's Fitting shall be borne by the Landlord. Property in the Landlord's Fittings shall, at all times including after removal from the Demised Premises, remain with the Landlord. For the purpose of this clause the expression "Landlord's Fittings" means all fixtures, fittings, plant, equipment, partitions, floor coverings, signs, notices, furniture, office equipment or other articles in the Demised Premises (including without limitation the items referred to in the Fifth Schedule) which are the property of the Landlord.

16.5 Landlord's Right When Tenant Abandons Premises

In the event of the Tenant vacating or abandoning the Demised Premises or otherwise repudiating this Lease without lawful excuse prior to the expiration of the Term the Landlord may without being under any obligation so to do seek to find another tenant for the Demised Premises and for that purpose the Landlord may from time to time enter upon the Demised Premises and permit prospective tenants to view the same and may otherwise do all such acts and things as are in the opinion of the Landlord necessary to renovate restore clean and secure the Demised Premises (including changing the locks thereof) without accepting or being deemed to have accepted a surrender of this Lease it being the intention of the parties that this Lease and the obligations of the Tenant hereunder shall subsist until such time as another person enter into occupation of the Demised Premises as tenant or the Landlord gives notice in writing to the Tenant accepting a surrender of this Lease or otherwise by notice in writing to the Tenant determines the same or advises the Tenant by notice in writing that it has determined this Lease by re-entry. For the purpose of this clause the Tenant shall be deemed to have vacated the Demised Premises if it ceases to carry on its permitted business therein for a period of 7 consecutive days without having paid in advance the instalments payable on account of the rent and contributions to Outgoings in respect of that period of 7 days. Nothing in this Lease contained shall operate so as to release the Tenant from its liability to pay the rent hereby reserved and the other moneys payable hereunder up to the Date of Commencement of such Lease or the date the Landlord accepts a surrender or determines the Lease as aforesaid (whichever is applicable) or from any claim right or remedy of the Landlord against the Tenant on account of the Tenant's default hereunder.

16.6 Antecedent Breaches

The determination of this Lease shall not prejudice or affect any rights or remedies of the Landlord against the Tenant on account of any antecedent breach by the Tenant of any of the terms covenants and restrictions on the part of the Tenant hereunder.

17. INTERNAL PARTITIONS

17.1 Internal Partitions

The Tenant shall not install any internal partitions in the Demised Premises or make any alterations or modifications to any internal partitions installed in the Demised Premises pursuant to the provisions of this clause without the consent of the Landlord in writing first had and obtained which consent shall not be unreasonably withheld if the following conditions are complied with:

- (a) The Tenant submits to the Landlord full detailed drawings and specifications of the proposed works and such drawings and specifications meet with the approval of the Landlord's architect;
- (b) The material to be used in carrying out of such works are of such standard as to type, quality, colour and size as the Landlord may determine;
- (c) The works are to be carried out by a builder approved by the Landlord;
- (d) The works are carried out under the supervision of the Landlord's architect; and
- (e) The Tenant pays to the Landlord forthwith upon demand all costs and expenses incurred by the Landlord including architects and other consultants' fees payable by the Landlord whether any approval shall in any case be granted.

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17.2 Costs Of Internal Partitions

Any works approved pursuant to Clause 17.6 shall be effected by and at the expense of the Tenant including the costs of all additional lights and power outlets, switches, telephone outlets and alteration of any other services which may be required by reason of the position of any such partitions and the Tenant shall indemnify and hold indemnified the Landlord from and against all injury or damages to the Demised Premises or to the Building caused in or about the execution of such works.

17.3 Maintenance And Insurance Of Internal Partitions

Any internal partitions erected by the Tenant pursuant to the provisions of this Clause shall remain the property of the Tenant who shall be responsible for all maintenance and insurance.

18. GENERAL PROVISIONS

18.1 Managing Agent

The Landlord may from time to time appoint a managing agent to manage the Building and any managing agent so appointed shall represent the Landlord in all matters relating to this lease except in so far as the Landlord shall otherwise in writing direct and PROVIDED ALWAYS that any communication from the Landlord to the Tenant shall to the extent of any inconsistency supersede any communication from the managing agent.

18.2 Caretaker

In addition to the appointment of a managing agent the Landlord may from time to time appoint a caretaker who shall be afforded the rights of entry to the Demised Premises hereby conferred upon or reserved by the Landlord and who shall also be charged with the policing and administration of the rules and regulations hereinbefore mentioned.

18.3 Payment Of Moneys

All rent and other moneys payable by the Tenant to the Landlord hereunder shall be paid without any deduction whatsoever in the manner as the Landlord may from time to time in writing direct and until otherwise directed to the Landlord's managing agent.

18.4 Notices

Any notice to be given hereunder or in relation to this Lease shall be deemed to be duly served upon the Landlord if sent to the Landlord through the post in a prepaid envelope addressed to the Landlord at its registered office in Queensland and upon the Tenant if delivered to the Tenant personally or to any of the Tenants in the case of two or more or if the Tenant is a corporation then to any person at or near the registered office appearing to be a servant thereof or if left at the Demised Premises or sent to the Tenant through the post in a prepaid envelope addressed to the Demised Premises or to the address of the Tenant (or any of them if more than one) last known to the Landlord or in the case of a corporation addressed to the registered office of the Tenant and any notice sent through the post shall be deemed to be served on the day following the posting thereof.

18.5 Moratorium Negatived

The application to this Lease of any moratorium or other act whether State or Federal having the effect of extending the Term reducing or postponing the payment of the rent hereby reserved or any part thereof or otherwise affecting the operation of the covenants conditions and stipulations on the part of the Tenant to be performed or observed or providing for compensation rights or privileges at the expense of the Landlord in favour of the Tenant or any other person is hereby expressly excluded and negatived.

18.6 Entire Agreement

The Tenant acknowledges and declares that no promise representation warranty or undertaking has been given by the Landlord or any agent or other person on its behalf in respect of the suitability of the

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Building and/or the Demised Premises for any business to be carried on therein nor as to any other businesses to be carried on in adjoining or neighbouring premises and that the Tenant has in entering into this Lease relied on a satisfactory personal inspection of the Demised Premises and the fittings facilities and amenities thereof. The Landlord and the Tenant mutually agree and declare that the covenants agreements conditions and restrictions contained or implied in this Lease cover and comprise the whole of the Agreement between the parties and no further or other covenants agreements conditions restrictions or provisions shall be deemed to be implied in this Lease or to arise between the parties by way of collateral or other agreement by reason of any alleged promise representation warranty or undertaking given or made by either party to the other on or before the execution of this Lease and the existence of any such implied collateral or other agreement is hereby negated.

18.7 Registration of Lease

The Landlord must do all things and execute such forms of consent (on terms reasonably acceptable to the Landlord) required in order to procure the consent to this Lease of any mortgagee (including any successors and assigns of any mortgagee) and the Landlord must register this Lease with the DNRM.

19. POWER OF ATTORNEY

19.1 Power Of Attorney

The Tenant hereby irrevocably nominates constitutes and appoints the Landlord and its property manager for the time being and their and each of their several attorneys and substitutes jointly and each of them severally to be the true and lawful attorneys and attorney of the Tenant to execute on behalf of and in the name of and as the act and deed of the Tenant a surrender of this Lease and to do all such things and sign all such documents as may be necessary to obtain registration thereof PROVIDED ALWAYS that such power shall not be exercised unless and until this Lease shall have been determined by the Landlord in accordance with the powers of the Landlord in that behalf contained or implied in this Lease sufficient proof whereof to the Registrar of Titles shall be the declaration of the attorneys or attorney exercising the power and the Tenant hereby ratifies and confers in an agrees at all times to ratify and confirm all and whatsoever the said attorney or attorneys including such substitute or substitutes as aforesaid shall do or cause to be done by virtue of these presents.

20. TRUSTEE PROVISIONS

20.1 If the Tenant is a trustee of any trust under this document (Tenant's Trust), whether disclosed or not, the Tenant:-

- (a) Warrants that it has full power under the Tenant's Trust to enter into and comply with this document;
- (b) Is liable both personally and as trustee of the Tenant's Trust; and
- (c) Must produce documents evidencing the Tenant's Trust within 14 days after written request by the Landlord.

20.2 If the Landlord is a trustee of any trust under this document (the Landlord's Trust), whether disclosed or not, the Landlord:

- (a) Is limited in liability to the assets of the Landlord's Trust;
- (b) Is only liable in its capacity as trustee of the Landlord's Trust;
- (c) Is not personally liable under this document, except to the extent of any fraud, gross negligence or breach of trust which disentitles the Landlord from an indemnity at the assets of the Landlord's Trust.

21. GOODS AND SERVICES TAX

21.1 Definitions

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Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this Clause.

In this lease

"GST" means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charges to the extent that they arise from the Lessee's failure to pay when due;

"GST Amount" means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply;

"GST Law" has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

"Payment" means:

- (a) the amount of any monetary consideration (other than a GST Amount payable under this clause); and
- (b) the GST Exclusive Market Value of any non-monetary consideration;

paid or provided by the lessee for this lease or by the Lessor or the Lessee for any other Supply made under or in connection with this lease and includes any amount payable by way of indemnity, reimbursement, compensation or damages.

21.2 Liability For GST

The parties agree that:

- (a) all Payments have been set or determined without regard to the impact of GST;
- (b) if the whole or any part of a Payment is the consideration for a Taxable Supply, the GST Amount in respect of the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
- (c) the payee will provide to the payer a Tax Invoice at the same time at which any GST Amount is payable.

21.3 Treatment Of Amounts Reimbursed

Despite any other provision of this Lease, if a payment due under the Lease is a reimbursements or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment shall exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to full Input Tax Credits unless it can establish otherwise.

21.4 Trade Practices Act

Each party will comply with its obligations under the Trade Practices Act 1974 in respect of any payment to which it is entitled under this Lease.

21.5 Parties To Provide Information

Each party will provide any information reasonably requested by the other relating to the Input Tax Credits of the requested party and the amount of any costs it has incurred in connection with Supplies it has made under or in connection with this Lease.

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22. MARKET REVIEW

22.1 Deleted.

23. BANK GUARANTEE/SECURITY DEPOSIT

23.1 The Tenant must provide a Bank Guarantee or Security Deposit as stated in Item 12 of the First Schedule to the Landlord when signing this Lease.

23.2 The Landlord may at its absolute discretion use and apply the Bank Guarantee or Security Deposit for remedying any Tenant's breaches under this Lease.

23.3 The Tenant must procure to secure a replacement Bank Guarantee/Security Deposit from the new Tenant if the Tenant assigns this Lease.

24. GOVERNING LAW

This lease is governed by the laws of the state of Queensland.

25. LANDLORD'S ABILITY TO STRATA TITLE

25.1 The Landlord may at its sole discretion at any time either before or after the Date of Commencement subdivide the Land and the Building or any of the same or any part of the same pursuant to the Body Corporate and Community Management Act 1997 ("the BCCMA") into any number of lots and areas of common property by way of registering a Community Titles Scheme ("the Scheme").

25.2 If the Landlord registers the Scheme, the Landlord as original proprietor for the purposes of the BCCMA shall also have the right to register a Community Management Statement in respect of the Scheme, including such by-laws as the Landlord in its absolute discretion considers appropriate.

25.3 If the Demised Premises forms or is intended to form the whole or any part of the Scheme the Tenant shall within 14 days of written demand by the Landlord, properly execute and deliver to the Landlord a surrender of this Lease and otherwise procure the discharge of any other dealing (whether registered or not) in respect of this Lease that may have the effect of prohibiting or hindering registration of the Scheme.

25.4 Any such surrender or discharge shall take effect on and from the date of registration of the Scheme ("the Date of Surrender") and shall be without prejudice to any antecedent rights of any party under this Lease.

25.5 The Tenant shall also contemporaneously properly execute and deliver to the Landlord a new lease ("the Strata Lease) of the Demised Premises for the balance of the Lease Term remaining unexpired as at the Date of Surrender as if the same was a continuation of the Lease Term and all such other documents as the Landlord may require to facilitate the stamping and registration of the Scheme and the Strata Lease, as the case may be. The Strata Lease and the Community Management Statement shall contain such terms and conditions as the Landlord may require by reason of the changed circumstances not inconsistent with the essential terms and conditions contained in this Lease.

25.6 The Demised Premises shall comprise one or more of the lots in the Scheme, and the existing area of the Demised Premises shall remain substantially unaltered.

25.7 The Tenant shall procure the Guarantor contemporaneously and properly to execute and deliver to the Landlord (which the Guarantor covenants to do) a fresh joint and several guarantee and indemnity in favour of the Landlord in respect of the performance of the Tenant under the Strata Lease containing such covenants as the Landlord may require.

25.8 The Strata Lease (together with any other documents required by the Landlord under this Clause) shall be prepared, stamped and (if required by the Landlord or at law) registered by and at the cost of the Landlord: any refund of stamp duty that may be granted by the Commissioner of Stamp Duty by reason of the surrender of this Lease shall be credited to the Landlord.

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26. DEMOLITION

26.1 Deleted.

27. GUARANTEE AND INDEMNITY

In this Clause "the Guarantor" means _____ of _____, Qld, and such expression shall extend to and include his successors in title executors and administrators.

In consideration of the Landlord granting the Lease to the Tenant at the request of the Guarantor which request is evidenced by the execution by the Guarantor of these presents the Guarantor hereby undertakes and agrees with the Landlord as follows:

- 27.1 The Tenant shall at all times punctually discharge all its obligations under the Lease including (without limiting the generality of the foregoing) its obligations to pay rental and other money and any obligation to indemnify the Landlord and the Guarantor hereby guarantees the due and punctual performance and observance of all such obligations;
- 27.2 In the event the Lease is not registered pursuant to the Land Title Act 1994 for any reason whatsoever including without limiting the neglect or default of the Landlord or of persons acting on the Landlord's behalf the Guarantor hereby undertakes and agrees with the Landlord that the Tenant shall at all times punctually discharge all its obligations to the Landlord including (without limiting the generality of the foregoing) its obligation to pay rental and other money and any obligation to indemnify the landlord and the Guarantor hereby guarantees the due and punctual performance and observance of all such obligations whether arising in contract or by operation of law in equity or otherwise as a result of or arising from the Tenant entering into occupation of the premises demised by the Lease and paying rent or the Tenant executing the Lease.
- 27.3 The Guarantor shall indemnify the Landlord on demand against and in respect of :
- (a) any loss damages costs or expenses sustained or incurred by the Landlord in consequence of any failure on the part of the Tenant punctually to discharge an obligation mentioned in Clause 27.1; and
 - (b) any liability of the Landlord arising directly or otherwise from such a failure on the part of the Tenant and any costs and expenses incurred by the Landlord in respect of such liability whether in proceedings to establish the same or otherwise.
- 27.4 Without in any way limiting or otherwise affecting the liability under Clause 27.3 the Guarantor undertakes to pay to the Landlord on demand in the event of a failure on the part of the Tenant punctually to discharge an obligation mentioned in Clause 27.1 the sum (whether rental or otherwise) necessary to discharge such obligation.
- 27.5 If any moneys paid by the Guarantor to the Landlord pursuant to the provisions hereinbefore contained are subsequently recovered by the Landlord from any other person then the Landlord shall as soon as is reasonably practicable following the receipt by it of such moneys provided there shall not then be any debt or damages due by the Guarantor to the Landlord refund to the Guarantor the moneys so recovered after deducting therefrom all costs paid or payable by the Landlord in connection with the collection of such moneys.
- 27.6 If the Guarantor shall fail to pay to the Landlord any moneys required to be paid by the Guarantor to the Landlord as provided in these presents on or before the due date therefore the Guarantor shall pay to the Landlord interest thereon or on so much thereof as shall remain unpaid at the rate equal to the aggregate of the Commonwealth Bank of Australia Lending Rate from time to time calculated on a daily basis and 5% (PROVIDED THAT if there is no Commonwealth Bank of Australia Lending Rate then the rate of interest shall be the aggregate of the rate charged by the Landlord's principal bank in Brisbane on the Landlord's overdraft account on each day which interest is to be calculated and 5%) from the due date or dates for the payment thereof until the same shall be actually paid.
- 27.7 In the event of the Tenant during the Term of the Lease entering into liquidation or becoming bankrupt and the liquidator or the trustee in bankruptcy disclaiming the Lease or in the event of the Landlord at any

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time becoming entitled to exercise any right of re-entry or determination of the Lease the Guarantor (or if more than one such one or more of them as may be selected by the Landlord) shall if required by the Landlord so to do at the cost and expense of the Guarantor accept as Tenant from the Landlord and shall execute and cause to be duly stamped and registered a registrable lease of the premises demised by the Lease for a term equal in duration to the residue then remaining unexpired of the Term of the Lease at the time of the rental (applying to the residue) and like Tenant's and Landlord's covenants respectively and the like provisos and conditions and restrictions (including the proviso for re-entry and determination) as are therein contained. The rights and liabilities under such new lease shall take effect as from the date of the disclaimer or re-entry or determination as the case may be provided always that the Landlord serves upon the Guarantor a notice in writing requiring the Guarantor to accept a lease as aforesaid within the period of six months after the Landlord first becomes entitled to exercise the powers conferred by this clause.

- 27.8 Notwithstanding that as between the Guarantor and the Tenant the Guarantor may be a surety only nevertheless the Guarantor will be responsible for the due compliance by the Tenant with all terms conditions covenants and provisos contained in the Lease in the same manner and to the same extent as if the Guarantor were a party to the Lease and covenanted jointly and severally with the Landlord and in any proceedings in which the liability of the Guarantor to the Landlord is in issue:
- (a) The Guarantor shall be deemed to be principal debtor and contractor jointly and severally liable with the Tenant to discharge the obligations mentioned in Clause 27.1 hereof; and
 - (b) the Guarantor shall not be entitled to raise any defence based upon an allegation (express or implied) that its position as against the Landlord is that of a Guarantor or surety.
- 27.9 The obligation of the Guarantor under these presents shall remain in full force and effect until the obligations of the Tenant under the Lease (including the obligation to pay money and to indemnify the Landlord) have been fully discharged and satisfied and shall not be abated suspended abrogated varied or affected by:
- (a) the re-entry or determination by the Landlord of the Lease; or
 - (b) the granting to the Tenant of any time or other indulgence or the granting of any concession or the waiver of or failure to observe or perform any of its obligations under the Lease or the postponing for any time or from time to time of the exercise of any power or remedy conferred upon the Landlord by the Lease; or
 - (c) any variation in the respective obligations and liabilities of the parties to the Lease (including any variation in the rental payable thereunder) whether made with or without the knowledge or consent of the Guarantor; or
 - (d) any change in the positions inter se of Tenant and the Guarantor whether or not notice of such change is given to the Landlord or any assignment or purported assignment of its interest by the Tenant; or
 - (e) the Tenant entering into liquidation or suffering a winding up order to be made or an official manager or provisional liquidator to be appointed or being subjected to any other order or statutory provision having the effect of restricting or deferring claims by its creditors; or
 - (f) any disclaimer of the Lease purporting to be effected in the course of liquidation of the Tenant.
- 27.10 The obligations of the Guarantor under these presents shall not be affected by any negligence or laches on the part of the Landlord in enforcing its rights or by the release or loss of any security held by the Landlord or by the Landlord's discharging or releasing any other guarantor.
- 27.11 The Guarantor hereby waives all or any of its rights as surety (legal equitable statutory or otherwise) which may at any time be inconsistent with any of the provisions of these presents.
- 27.12 Should any obligation on the part of the Tenant mentioned in Clause 27.1 be for any reason wholly or partly invalid illegal or unenforceable as against the Tenant that circumstance shall not affect the obligations of the Guarantor hereunder and the Guarantor undertakes to pay such sums to the Landlord as would be payable were there no such invalidity illegality or unenforceability.
- 27.13 The obligations of the Guarantor under these presents shall not be in any way conditional or dependent upon the validity or enforceability of the covenants and obligations on the part of the Tenant or any other

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person and if the Guarantor consists or more than one person shall be and remain of full force and effect as against such of the guarantors as have executed these presents notwithstanding that these presents shall not have been executed by any one or more of them nor by any person other than the Guarantor.

- 27.14 The obligations of the Guarantor hereunder shall not merge or be deemed to have merged in any judgment obtained by the Landlord against the Tenant and the Guarantor shall remain liable to the Landlord in terms of these presents notwithstanding that the Landlord may in the meantime obtain any judgment against the Tenant.
- 27.15 In the event of the Tenant entering into assignment for the benefit of its creditors or into liquidation or official management or any other situation in which its creditors are entitled or required to lodge a proof of their claims the following provisions shall apply until such time as the Landlord has received payment in full of all moneys which are or may become due to the Landlord under these presents:
- (a) the Guarantor shall not (nor if more than one shall any of them) without the prior consent in writing of the Landlord lodge any proof of debt or similar claim whether in respect of its obligations under these presents or any other liability contingent or otherwise; and
 - (b) the Guarantor shall not (nor if more than one shall nay of them) without the prior consent in writing of the Landlord enforce or attempt to enforce any security held by the Guarantor (or if more than one any of them) in respect of the obligations of the Tenant but shall hold in trust for the Landlord any rights or benefits arising from any such security; and
 - (c) the Guarantor (and if more than one each of them) shall if so required by the Landlord a proof of debt or enforce any such security and do all such acts and things as the Landlord may require to obtain the benefits of any such proof claim or security for the Landlord; and
 - (d) the Guarantor shall not (nor if more than one shall any of them) claim the benefit or seek to require the transfer of any guarantee or security which may be held by the Landlord in respect of the moneys or obligations which are guaranteed by these presents; and
 - (e) the Guarantor shall pay to the Landlord all moneys received by the Landlord for the credit of the Tenant and which the Landlord may be obliged to remit to any trustee official manager liquidator or any other person.
- 27.16 Any payment made by the Tenant to the Landlord in pursuance of the Lease which is void or avoided by any statutory provision shall be deemed not to have discharged the Guarantor's liability in respect thereof and in any such event the parties shall be restored to the rights which each of them respectively would have had if the payment had not been made.
- 27.17 The Guarantor warrants that it has full and unrestricted power to enter into this guarantee and indemnity and to execute these presents and that it is not necessary to obtain the prior licence or authority of any other person to execute these presents.
- 27.18 If any provision of these presents be or be held to be invalid void or unenforceable for any cause whatsoever the same shall not in any way prejudice or affect the validity or enforceability of the remaining provisions of these presents.
- 27.19 Any moneys payable by the Guarantor to the Landlord pursuant to the provisions of these presents shall be paid to the Landlord at the address of the Landlord as in this Lease provided at such place in Queensland as the Landlord may from time to time direct.
- 27.20 Any proceedings in respect of any cause or action arising under these presents shall be instituted and determined before a Court of competent jurisdiction in Queensland selected by the Landlord and the Guarantor shall submit to the jurisdiction of such Court and these presents shall be construed according to the laws of the State of Queensland.
- 27.21 A certificate signed by the Landlord and in the event that the Landlord is a company by a Director Manager or the Secretary for the time being of the Landlord as to any sum payable to the Landlord pursuant to these presents as at the date set out in such certificate with or without particulars thereof shall for all purposes be accepted as prima facie evidence of the amount due to the Landlord.
- 27.22 Any notice or demand in writing required to be given by the Landlord to the Guarantor may be signed on behalf of the Landlord by any of its duly authorized officers or by its solicitors or by any person authorized in writing by the Landlord for that purpose and may without prejudice to any other mode of delivery be

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28. OPTION FOR RENEWAL

28.1 Option

If item 11 of the First Schedule contains a proposed further term or terms and the Tenant:

- (a) wishes to lease the Premises for the further term;
- (b) gives notice to that effect to the Landlord not more than 6 months and not less than 3 months before the Term expires; and
- (c) has not breached an essential term of this Lease and is not in breach of the Lease at the time of exercising the option ;

the Landlord will grant a lease of the Premises ("**Further Lease**") to the Tenant upon the same terms and conditions as this Lease.

28.2 Further Lease

In the Further Lease, the first schedule will be varied to reflect the extended term and the remaining option available, if applicable.

28.3 Omission of this Clause 28

This clause 28 will be omitted from any lease commencing on or after 15 April 2024.

28.4 Parties to Sign Further Lease

The Landlord, the Tenant and the Guarantor (if any) must sign an instrument of amendment under section 67 of the *Land Title Act 1994* or a Further Lease within a reasonable time after service on the Landlord of a notice under clause 28.1(b). The Landlord's solicitors shall prepare the necessary documents at the cost of the Tenant.