

Dealing Number



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<b>1. Lessor</b> DG PAPPIN PROPERTIES PTY LTD ACN 168 135 902 AS TRUSTEE UNDER INSTRUMENT NO. 717099388	<b>Lodger</b> (Name, address E-mail & phone number) Big Law Pty Ltd 4/363 Gympie Road STRATHPINE QLD 4500 Tel: 07 3482 6999 Fax: 07 3881 1245 Email: mahendra@biglaw.com.au Ref: MPM:210708	<b>Lodger Code</b> BE117A
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<b>2. Lot on Plan Description</b> LOT 4 ON SP 135158	<b>Title Reference</b> 50331019
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<b>3. Lessee</b> Given names Surname/Company name and number (include tenancy if more than one) KARRADON PTY LTD ACN 010 361 083
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<b>4. Interest being leased</b> FEE SIMPLE
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<b>5. Description of premises being leased</b> Part of the floor of the building erected on the land as hatched on the plan attached
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<b>6. Term of lease</b> Commencement date/event: 1 October 2021 Expiry date: and/or Event: 30 September 2024 #Options: 2 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See Schedule
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**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 the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

10/11/21  
Execution Date

DG PAPPIN PROPERTIES PTY LTD ACN 168 135 902  
AS TRUSTEE UNDER INSTRUMENT NO. 717099388

Lessor's Signature Director

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

.....signature  
.....full name  
.....qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec) 1177802

10/11/21  
Execution Date

KARRADON PTY LTD ACN 010 361 083

Lessee's Signature Director

Title Reference - [50331019]

**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

DG PAPPIN PROPERTIES PTY LTD ACN 168 135 902  
AS TRUSTEE UNDER INSTRUMENT 717099388

.....signature

.....full name

.....qualification

10/11/21

Execution Date

Lessor's Signature

Director/Secretary

**Witnessing Officer**

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

**9. Acceptance**

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

KARRADON PTY LTD ACN 010 361 083

.....signature

.....full name

.....qualification

/ /

Execution Date

.....

Lessee's Signature

Director/Secretary

**Witnessing Officer**

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

Title Reference - [50331019]

Item 1	Term	3 years
Item 2	Rent	\$19,200.00 per annum plus Outgoings plus GST
Item 3	Review Date(s) (CPI/Market/Fixed):	
	(a) CPI Review Dates	N/A
	(b) Market Review Dates	30/09/2024, 30/09/2027
	(c) Fixed Increase Dates	30/09/2022, 30/09/2023, 30/09/2025, 30/09/2026, 30/09/2028, 30/09/2029
	(d) Fixed Increase Percent	4%
Item 4	Minimum Increase Percentage	4%
Item 5	Agreed Proportion of Outgoings	100%
Item 6	Permitted Use	Metal apparel repairs and sales
Item 7	Insurance - Public Risk	\$20,000,000.00
Item 8	Car Parking Fee	N/A
Item 9	Option Periods	2 x 3 years
Item 10	Bank Guarantee	\$6,400.00
Item 11	Security Bond	Nil
Item 12	Guarantors	Damien Zane Pappin
Item 13	Address of Premises	4/4 Combarton Street, Brendale QLD 4500

Title Reference - [50331019]

**1. INTERPRETATION**

**1.1 Terms and Reference Schedule**

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

**1.2 Definitions**

- (a) **'Agreed Proportion of Outgoings'** means the percentage in Item 5 of the Reference Schedule being the proportion that the area of the Premises bears to the Lettable Area
- (b) **'API'** means the Australian Property Institute (Inc) Queensland Division
- (c) **'Bank Guarantee'** means an unconditional and irrevocable undertaking by a bank for the amount in Item 10 of the Reference Schedule on terms acceptable to the Landlord
- (d) **'Body Corporate'** means the Body Corporate for the Community Title Scheme of which the Premises forms part
- (e) **'Building'** means all buildings and improvements on the Land of which the Premises form part including the land
- (f) **'Car Park'** means the car parks on the common property of the Scheme, of which the Landlord has the use of by virtue of the Community Management Statement of the Scheme
- (g) **'Car Parking Fee'** means the amount in Item 8 of the Reference Schedule as varied under this Lease
- (h) **'Common Areas'** means the areas of the Building designated for common use by the Scheme
- (i) **'Commencement Date'** means the day inserted in Item 6 of the Form 7
- (j) **'CPI'** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "CPI" means an index that the president of the API decides best reflects changes in the cost of living in the relevant city in which the Premises are located
- (k) **'Designated Car Park'** means the Car Parks hatched in black on the attached plan
- (l) **'Expiry Date'** means the day inserted in Item 6 of the Form 7
- (m) **'Financial Year'** means 1 July to 30 June
- (n) **'Guarantor'** means the party described in Item 12 of the Reference Schedule
- (o) **'Land'** means the property described in Item 2 of the Form 7
- (p) **'Landlord'** means the party described in Item 1 of the Form 7

Title Reference - [50331019]

- (q) **'Landlord's Property'** means any property owned by the Landlord in or on the Building
- (r) **'Lettable Area'** means the parts of the Building the Landlord has leased or intends to lease at a commercial rental
- (s) **'Outgoings'** means the Landlord's reasonable expenses directly attributable to the operation, maintenance or repair of the Building and charges, levies, premiums, rates or taxes payable by the Landlord because it is the owner or occupier of the Building or the Land and such expenses include, but will not be limited to, all costs associated with:
  - (i) rates, water rates, taxes (including land tax) and charges payable to any government or other authority
  - (ii) Body Corporate levies, fees and other charges payable by the Landlord as a result of its ownership of the premises to any Body Corporate pursuant to any law or the by-laws of any Body Corporate but excluding special levies
  - (iii) cleaning costs and materials
  - (iv) rubbish removal
  - (v) light and power charges
  - (vi) air conditioning and ventilation
  - (vii) lifts and escalators
  - (viii) fire protection and prevention
  - (ix) security
  - (x) insurance premiums and other charges in connection with insurance cover against insurable risk which the landlord considers appropriate, including loss of profits and any excess payable on claims made
  - (xi) repairs and maintenance
  - (xii) costs for the control of pests, vermin or insects or other similar infestation
  - (xiii) costs of maintaining gardens
  - (xiv) management costs
- (t) **'PPS Act'** means the Personal Property Securities Act, 2009 (Cth)
- (u) **'Premises'** means the premises described Item 5 of the Form 7 the boundaries of which are the internal finished surface of walls and includes the Landlord's Property in the Premises
- (v) **'Renewed Lease'** means a Lease of the Premises for the relevant period set out in Item 9 of the Reference Schedule on the terms set out in Clause 16

Title Reference - [50331019]

- (w) **'Rent'** means the amount in Item 2 of the Reference Schedule as varied under this Lease
- (x) **'Scheme'** means the Community Title Scheme that includes the land
- (y) **'Security Bond'** means a Bank Cheque for the amount in Item 11 of the Reference Schedule
- (z) **'Security Interest'** means a security interest as defined in the PPS Act
- (aa) **'Services'** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the Building
- (bb) **'Tenant'** means the party described in Item 3 of the Form 7
- (cc) **'Tenant's Property'** means all fixtures, fittings, equipment, stock and other articles in the Premises owned by the Tenant
- (dd) **'Trust'** means a discretionary trust, unit trust or any other trust
- (ee) **'Valuer'** means a person who has at least three (3) years experience in valuing the kind of premises leased by this Lease

**1.3 Reference**

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

**2. RENT AND OTHER PAYMENTS**

**2.1 Payments**

The Tenant must pay the Landlord:

- (a) the Rent
- (b) the Agreed Proportion of Outgoings
- (c) charges for Services to the Premises during the Term

**Title Reference - [50331019]**

- (d) the Car Parking Fee
- (e) stamp duty assessed on the Lease and costs of registering the Lease
- (f) costs of the survey plan attached to the Lease
- (g) The landlord's costs of and incidental to obtaining any mortgagee consent to the Lease
- (h) the Landlord's legal costs and expenses of and incidental to the negotiation, preparation and execution of this Lease
- (i) all costs and expenses incurred by the Landlord in relation to any notice given to the Tenant in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Landlord to enforce the Tenant's performance and obligations under this Lease
- (j) any reasonable additional or unusual charges and expenses incurred by the Landlord at the request of the Tenant
- (k) any other payments arising from the Tenant's use of the Premises
- (l) any assessment received by the landlord with respect to land tax on the Premises.

**2.2 Manner of Payment**

- (a) The Tenant must pay the Rent:
  - (i) by equal monthly instalments in advance on the first day of each month
  - (ii) the first payment must be made on or before the Commencement Date
  - (iii) if necessary the first and last instalments must be apportioned on a daily basis.
- (b) The Tenant must pay the Agreed Proportion of Outgoings for each Financial Year in the manner notified in writing by the Landlord and in the absence of notification in the same manner as Rent. A certificate by the Landlord or authorised representative of the Landlord is prima facie evidence of the Outgoings for each Financial Year.
- (c) The Tenant must make all other payments promptly to the relevant assessing authority if assessed directly against the Tenant but otherwise to the Landlord upon receipt of an invoice.
- (d) Payments must be made as the Landlord directs.
- (e) Within ninety (90) days after the expiry of each Financial Year the Landlord must provide the Tenant with a statement containing the actual Outgoings for the Building or the Land for the immediately preceding Financial Year. Within fourteen (14) days of being provided with a statement, the Landlord must refund any overpaid Outgoings and the Tenant must pay any shortfall.

Title Reference - [50331019]

**2.3 Charges for Electricity**

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

**2.4 Interest**

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

**2.5 Goods and Services Tax**

(a) Definitions:

- (i) "GST", "GST law" and other terms used in this clause 2.5 (except "Recipient") have the meanings ascribed to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time) ("GST Act") or any replacement or other relevant legislation and regulations, except that "GST law" also includes any other legislation enacted to validate, recapture or recoup tax collected as GST;
- (ii) Any reference in this clause to GST payable by an entity includes any GST payable by the representative member of any GST group of which that entity is a member. Any reference in this clause to input tax credits to which an entity is entitled will include input tax credits to which the representative member of any GST group of which that entity is a member is entitled; and
- (iii) If the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

(b) **(Reimbursement of costs, expenses and other amounts):** If a party is required under this Lease to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

(c) **(GST payable):** If GST is payable by an entity ("Supplier") in relation to any supply that it makes under or in connection with this Lease, the parties agree that:

- (i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this Lease other than under this clause 2.5(c) ("**Agreed Amount**") is exclusive of GST;
- (ii) an additional amount will be payable by the party providing consideration for that supply ("**Recipient**") equal to the amount of GST payable by the Supplier on that supply;

**Title Reference - [50331019]**

- (iii) except to the extent that clause 2.5(c)(iv) is applicable, the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Recipient in respect of that supply, no later than that time; and
- (iv) where additional amounts are payable between parties to this Lease pursuant to clause 2.5(c)(ii), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to give the other the tax invoice referred to in clause 2.5(c)(iii).

To the extent, if any, that any consideration (or part thereof) is specified in this Lease to be inclusive of GST, that consideration (or the relevant part) shall be excluded from the Agreed Amount for the purposes of calculating the additional amount under clause 2.5(c)(iii).

**(d) (Variations):**

- (i) If the Supplier determines on reasonable grounds, is advised by the Commissioner of Taxation or otherwise becomes aware that the GST payable on a supply made under or in connection with this Lease is different to the additional amount paid by the Recipient to the Supplier in accordance with clause 2.5(c)(iii) (if any) in respect of that supply such that:
  - (A) the Supplier is required to pay an amount (or further amount) of GST in respect of that supply; or
  - (B) the Supplier receives or becomes entitled to receive a refund or credit of the whole or any part of the GST paid by the Supplier in relation to that supply,  
the Supplier must either:
    - (1) provide a corresponding refund or credit to the Recipient; or
    - (2) will be entitled to receive the amount of that variation (including any penalties, interest or other charges levied on, or applied to the Supplier) from the Recipient,  
as the case may be.
- (ii) For the purposes of calculating further variations under this clause 2.5(d), any additional amount referred to in clause 2.5(c)(iii) is taken to be amended by the amount of any earlier variation made under this clause.
- (iii) Where an adjustment event occurs in relation to a supply made by the Supplier under or in connection with this Lease, the Supplier will issue an adjustment note to the Recipient in respect of that supply within 14 days after becoming aware of the relevant adjustment.

**(e) (No merger):** This clause shall not merge on completion of this Lease.

Title Reference - [50331019]

**3. RENT REVIEWS**

**3.1 CPI Review**

Where CPI Review Dates are inserted in Item 3(a) of the Reference Schedule the Rent must be reviewed on each CPI Review Date to an amount represented by A where:

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

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

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

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

**3.2 Market Review**

- (a) Where Market Review Dates are inserted in Item 3(b) of the Reference Schedule the Rent must be reviewed in each Market Review Date to an amount equal to the current market rent for the Premises at the commencement of the year under review.
- (b) The current market rent must be agreed upon between the Landlord and the Tenant and if agreement on the current market rent is not reached by one month after commencement of the year under review, must be determined by a Valuer, acting as an expert and not an arbitrator, to be agreed upon by the Landlord and the Tenant or failing agreement, as nominated by the President of the API.
- (c) In arriving at a decision, the Valuer must take no account of any increase in rental value of the Premises attributable at the review date of any improvements to the Premises carried out by the Tenant or Landlord by way of fit out.
- (d) The costs of the Valuer must be borne equally by the Landlord and the Tenant.

**3.3 Fixed Review**

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

**3.4 Rent Not to Decrease**

The Rent in any year will not in any circumstances be less than an amount equivalent to the percentage in Item 4 of the Reference Schedule multiplied by the Rent payable in the immediately preceding year.

Title Reference - [50331019]

**3.5 Payment of Rent Prior to Review**

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

**4. USE OF THE PREMISES**

**4.1 Use of Premises**

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

**4.2 Conduct**

The Tenant must not:

- (a) allow the Premises to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the Landlord
- (b) hold or permit to be held any auction or similar sale in the Premises
- (c) use any form of power other than gas or electric current or gas supplied through meters
- (d) overload the Services
- (e) damage the Landlord's Property
- (f) alter the Premises, install any partitions or equipment or do any building work
- (g) do anything that may invalidate the Landlord's and the Scheme's insurance or increase the Landlord's and the Scheme's premiums
- (h) display, paint or erect any signs, save standard business signage (at the tenant's cost)
- (i) knowingly use or allow the Landlord's and the Scheme's Property to be used for any purpose other than those for which they were designed
- (j) interfere with any drains, water supply, gas, electrical, plumbing, air conditioning equipment or other services or any of the Landlord's Property
- (k) prepare or cook for sale or other commercial purpose any food on the Premises

**Title Reference - [50331019]**

- (l) use any apparatus which radiates heat
- (m) bring any heavy machinery, plant or equipment onto the Premises unless it is reasonably necessary for the Permitted Use and in any case must not overload the floors, walls or ceilings or any part of the Common Area
- (n) make holes, deface or damage floors, walls or ceilings or other parts of the Premises
- (o) install any vending or amusement machines
- (p) use or install any product or property in the Premises likely to cause damage
- (q) use or permit to be used any of the elevators, escalators or travelators in the Building to carry any bulky goods or equipment unless they are designated by the Landlord for that purpose.

The Tenant must:

- (r) keep the Premises free from vermin.

**4.3 Consent**

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

**4.4 Tenant's Obligation**

The Tenant must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the Permitted Use in the Premises
- (b) obey all reasonable directions and rules given by the Landlord relating to use of the Common Areas
- (c) comply with all by-laws and rules applicable to the premises or occupation and use of the premises (if any)
- (d) obey any rules made by the Landlord relating to the operation, safety, use, occupation and management of the Building
- (e) immediately notify the Landlord of any damage to, defect or disrepair in the Services or the Landlord's Property
- (f) immediately notify the Landlord of any infectious diseases notifiable to the relevant Health Authority occurring on the Premises of which it is aware
- (g) immediately provide the Landlord with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises

**Title Reference - [50331019]**

- (h) at the expiration or sooner determination of the Term return all keys of the Premises to the Landlord
- (i) lock all exterior doors and windows in the Premises and the Building when the Premises or the Building are not being used
- (j) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Tenant.

**4.5 The Tenant is responsible:**

- (a) for the periodic maintenance and repair of any air conditioning equipment in the Premises. The Tenant must ensure that the air conditioning services are functioning properly during normal business hours. The Tenant may be required to take out a maintenance contract with an approved air conditioning maintenance provider to periodically maintain and service the air conditioning. The Landlord is responsible for the cost of any item of air conditioning repair that would not ordinarily be serviced or rectified by periodic maintenance and service
- (b) for the repair and maintenance of all the Landlord's plant, equipment, chattels, fixtures and fittings located in the Premises or servicing the Premises. If required by the Lessor, the Tenant may be required to take out a maintenance contract with an approved maintenance provider to periodically maintain any of the Landlord's plant, equipment, chattels, fixtures and fittings on the Premises or servicing the Premises. The Landlord is responsible for any structural maintenance, plant, equipment, chattels, fixtures and fittings that would not ordinarily be serviced or rectified by periodic maintenance and service.

**4.6 Environmental Matters**

- (a) Definitions

In this clause, unless the contrary intention appears:

**'Environmental Harm'** has the same meaning as in Section 14 of the *Environmental Protection Act 1994*

**'Environmental Legislation'** means any legislation from time to time regulating or dealing with the contamination of, remediation of, or discharge of, hazardous or polluting substances from or on any land, including the *Environmental Protection Act 1994* and any Site Management Plan under that Act. The expression includes all laws arising under any other statute, or the common law or pursuant to any environmental licence, permit, licence approval, notice, decree, order or directive or any competent authority or body or otherwise.

- (b) Contaminated Land
  - (i) Tenant to comply with Site Management Plan

**Title Reference - [50331019]**

The Tenant acknowledges and agrees that if at or any time after the Date of commencement (or earlier entry upon the Premises by the Tenant under licence) the Premises are:

- (A) listed on the Environmental Management Register under the *Environmental Protection Act 1994*; and/or
- (B) subject to a Site Management Plan under the said Act, recorded on the Environmental Management Register and which states the conditions under which the Premises can be used; and/or
- (C) subject to an environmental authority or authorities with respect to environmentally relevant activities being carried on at the Premises;

the Tenant covenants with the Landlord to comply in all respects throughout the Term, at its sole cost and expense, with the requirements of the Site Management Plan and any environmental authorities in respect of environmentally relevant activities at the Premises, including as the same may be lawfully amended, add to or replaced from time to time.

- (ii) Tenant to indemnify re contamination caused by Tenant

The Tenant shall comply with all Environmental Legislation and shall indemnify and keep indemnified the Landlord against all claims incurred by the Landlord arising from:

- (A) contamination of the Premises, whether or not caused before or during this Lease Term and whether or not caused by the Tenant, or someone else during or prior to the Lease Term; and
- (B) the costs incurred by the Landlord in removing any hazardous substance or contamination from the Premises or any adjacent land or waters, whether or not the presence of the hazardous substance or contamination is caused by the Tenant or someone else during or prior to the Lease Term

- (iii) Tenant to bear remediation costs re contamination caused by Tenant

During the Lease Term, if the Premises or any adjacent lands or waters are found to be contaminated by a hazardous substance or contaminant, and the contamination was caused by the Tenant, the Landlord may:

- (A) remediate the area (including the waters) affected and recover the remediation costs from the Tenant and the Tenant shall pay such remediation costs to the Landlord upon demand; or
- (B) require the Tenant to remediate the area (including the waters) affected to a level which will allow the area to be classified as a former site under the *Environmental Protection Act 1994* or to cease to be affected by any procedure for the registration or regulation of contamination of land (or waters).

**Title Reference - [50331019]**

- (iv) Tenant to comply with obligations under Environmental Legislation

Notwithstanding any other provisions of this Lease, the Tenant at its own cost and expense shall comply with all respects with all its obligations under all relevant Environmental Legislation and specifically, but not limited to, the *Environmental Protection Act 1994*, the *Transport Infrastructure (Marine Pollution) Act 1995* and the *Coastal Protection and Management Act 1995* with respect to the Premises and the operations of the Tenant thereon and associated therewith.

- (v) Tenant to minimise risk of Environmental Harm

In carrying out any permitted use on the Premises, the Tenant shall ensure it takes all reasonable and practicable measures to prevent and minimise the risk of Environmental Harm occurring on or off the Premises.

## **5. MAINTENANCE AND REPAIR**

### **5.1 Repair**

The Tenant must:

- (a) keep the Premises, including all signage, air-conditioning equipment and fire equipment in good repair and condition except for fair wear and tear, and structural defects and/or repairs
- (b) fix any damage caused by the Tenant or its employees
- (c) repair, maintain or replace all glass in the Premises, the doors, locks, windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the Premises
- (d) during the last year of the Term, and more often if reasonably required by the Landlord having regard to the condition of the Premises, paint the walls, ceilings and other painted surfaces of the interior of the Premises with two (2) coats of first quality paint in a proper and workmanlike manner, in the original colours or in such other colours approved by the Landlord.

### **5.2 Cleaning**

The Tenant must:

- (a) keep the Premises clean and tidy, consistent with the nature of the business conducted on the Premises
- (b) keep the Tenant's Property clean and tidy
- (c) keep the Common Areas clean
- (d) if the Landlord and Tenant agree to use a cleaning service supplied by the Landlord to the Premises the Tenant must pay to the Landlord on demand the reasonable cost of cleaning the Premises

**Title Reference - [50331019]**

- (e) any cleaning of the Premises by a service supplied by the Landlord must be of a satisfactory commercial standard and the cleaners will be allowed access to the Premises at all reasonable times.

**5.3 Landlord's Right to Inspect and Repair**

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

**5.4 Tenant's Works**

- (a) The Tenant must not carry out any building work without the Landlord's consent and the written consent of the Body Corporate if the Landlord requires that consent to be obtained. The Landlord cannot unreasonably refuse to give its consent if:
  - (i) the Landlord approves the Tenant's drawings and specifications for the works
  - (ii) the Tenant and the Landlord agree on the type, quality, colour and size of the materials to be used
  - (iii) the Landlord reasonably approves of the Tenant's licensed builder.
- (b) The Tenant must:
  - (i) pay for any work approved under Clause 5.4(a);
  - (ii) indemnify the Landlord against all injury or damage to the Premises or the Building caused by those works;
  - (iii) maintain the works, and
  - (iv) the Tenant must ensure that the approved works are completed in accordance with the reasonable requirements of the Body Corporate (if any) and the reasonable requirements and direction of the Landlord.

**5.5 Landlord's Fitout**

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

- (a) that fitout is Landlord's Property
- (b) the Tenant must not damage any fitout provided by the Landlord or install any additional fitout without the consent of the Landlord which must not be unreasonably withheld

**Title Reference - [50331019]**

- (c) if during the Term of this Lease or any renewed term, any fitout provided by the Landlord needs to be replaced because of fair wear and tear, then the Landlord will replace that fitout with fitout of a like quality
- (d) If during the Term of this Lease or any renewed term, the Tenant requires any fitout by the Landlord to be replaced for reason other than fair wear and tear, the Landlord or the Tenant with the Landlord's consent will replace that fitout at the cost of the Tenant.

**5.6 Landlord's Right to Advertise**

- (a) In the event the Tenant has not given notice to exercise option as required under clause 16.1, then the Landlord is at liberty to erect a For Lease sign not less than three (3) months before the expiration of the Term.
- (b) In the event of the Landlord proceeding with the sale of the Property, the Landlord may erect a For Sale sign at any time provided that the Landlord will comply with clause 14.

**6. ASSIGNMENT AND SUBLETTING**

**6.1 The Tenant may:**

- (a) only assign, sublet, mortgage, charge or deal with the Lease or the Premises with the Landlord's consent which must not be unreasonably withheld.

**6.2 The Landlord may give its consent to an assignment if:**

- (a) the Landlord is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the Tenant's obligations under this Lease
- (b) the Tenant and the new tenant signs any agreement and gives any security which the Landlord reasonably requires
- (c) the Tenant complies with any other reasonable requirements of the Landlord
- (d) the Tenant is not in breach of the Lease
- (e) the Tenant releases the Landlord from all claims the Tenant has or may have in respect of this Lease
- (f) the Tenant pays the Landlord's reasonable costs and expenses of giving its consent including legal costs, stamp duty, mortgagee consents and registration fees.

**6.3 Corporate Tenant**

- (a) If the Tenant is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares of the board is an assignment of this Lease and must be dealt with in accordance with this Lease. The Tenant must not permit any change as above to occur unless the Tenant first complies with the conditions for consent to assignments of the Lease as set out in this part.

**Title Reference - [50331019]**

- (b) It shall further be a condition of any consent by the Landlord that the new Tenant shall, prior to the date of the proposed change, procure the new Guarantor to execute and deliver to the Landlord a joint and several guarantee and indemnity in favour of the Landlord in respect of the performance by the new Tenant of all covenants of the new Tenant under this Lease. Such guarantee and indemnity shall be prepared by the Landlord at the cost of the Tenant and shall otherwise contain such covenants as the Landlord may require.

**7. TRUSTS**

**7.1 Landlord's Trust**

If the Landlord holds the reversion of this Lease as a trustee (the Landlord's Trust) whether disclosed or not, the liability of the Landlord is limited to the assets of the Landlord's Trust, the Landlord is only liable under this Lease in its capacity as trustee of the Landlord's Trust and the Landlord has no personal liability under this Lease.

**8. LANDLORD'S RIGHTS AND OBLIGATIONS**

**8.1 Variations in Tenant's Agreed Proportion**

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

**8.2 Elevators, Escalators, Travelators and Air Conditioning**

The Landlord must use its best endeavours to ensure any elevator, escalator or travelator and air conditioning services are functioning properly during normal business hours and will ensure any cessation of such services during normal business hours is restricted to the minimum period possible. If the Landlord provides out of hours air conditioning, at the request of the Tenant, any additional costs will be borne by the Tenant.

**8.3 Head Lease or Other Interests**

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

**8.4 Rules**

The Landlord may make rules relating to the Building and Common Areas dealing with:

- (a) their use, care and cleanliness
- (b) the preservation of good order

**Title Reference - [50331019]**

- (c) the comfort of persons
- (d) the location of garbage and refuse pending its removal
- (e) the closure of any part outside normal business hours
- (f) the external appearance.

**8.5 Complex Exterior**

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

**8.6 Licenses For Use of Common Areas**

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

**8.7 Quiet Enjoyment**

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

**8.8 Insurance**

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

**8.9 Rates and Taxes**

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

**8.10 Maintenance**

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

**8.11 Services**

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

**8.12 Directory Boards**

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

Title Reference - [50331019]

**8.13 Consent of Mortgagee**

The Landlord may obtain from any mortgagee an unconditional consent in writing to this Lease.

**9. RISK**

**9.1 Own Risk**

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

**9.2 Release**

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

**9.3 Indemnity**

Without limiting the generality of Clause 9.2 the Tenant indemnifies and holds indemnified the Landlord, the Body Corporate and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Landlord may sustain or incur or for which the Landlord or its agents, employees and contractors shall or may be or become liable whether during or after the Term in respect of or arising from:

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

Title Reference - [50331019]

**9.4 Insurance**

- (a) At all times during the continuance of this Lease the Tenant must effect and keep current:
- (i) a public liability insurance policy in respect of the Premises in the joint names of the Tenant and Landlord having endorsement to include the risks and indemnities contained in Clause 9.3 noting the Landlord as an interested party and all persons having superior title to the Landlord and the Tenant for their respective interests in an amount set out in Item 7 of the Reference Schedule or any higher amount that the Landlord may from time to time reasonably require the Tenant by notice in writing to effect for any single claim, accident or event, with an insurance office or company approved by the Landlord (such approval not to be unreasonably withheld)
  - (ii) a policy of insurance in the name of the Tenant and noting the interest of the Landlord to cover:
    - (A) the full reinstatement/replacement costs of plate glass in the Premises
    - (B) special industrial risks (if any) due to the specific Permitted Use of the Premises by the Tenant (if any)with an insurance office or company approved by the Landlord (such consent not to be unreasonably withheld)
  - (iii) worker's compensation including employer's liability insurance (unlimited cover).
- (b) The Tenant must give the Landlord:
- (i) certificate of currency insurance for each such policy immediately it is effected
  - (ii) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
  - (iii) a copy of any update to the certificate of currency.

**9.5 Notice of Accident**

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

**9.6 Conduct Voiding Insurance**

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

Title Reference - [50331019]

## 10. DEFAULT AND TERMINATION

### 10.1 Essential Terms

The essential terms are:

- (a) Payments [Clause 2.1]
- (b) Use of Premises [Clause 4.1]
- (c) Conduct [Clause 4.2]
- (d) Tenant's Obligations [Clause 4.4]
- (e) Repair [Clause 5.1]
- (f) Cleaning [Clause 5.2]
- (g) Obtain consent before assignment, subletting, mortgaging or charging [Clause 6.1]
- (h) Insurance [Clause 9.4].

### 10.2 Default

The Tenant is in default of this Lease if:

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

### 10.3 Termination of Tenancy

- (a) If the Tenant is in default and does not remedy the default within the time stated in any notice from the Landlord, the Landlord may do any one or more of the following without prejudice to any other right which it may have against the Tenant:
  - (i) by notice to the Tenant, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy
  - (ii) by notice to the Tenant, terminate the Lease and take possession of the Premises
  - (iii) recover from the Tenant any loss suffered by the Landlord due to default of the Tenant

Title Reference - [50331019]

- (iv) exercise any of its other legal rights.
- (b) The Landlord must take reasonable steps to mitigate its loss.

## 11. EXPIRY OF TERM

### 11.1 Tenant's Obligations

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

- (a) vacate the Premises in good repair and clean condition fair wear and tear being acceptable
- (b) remove all the Tenant's Property from the Premises
- (c) repair any damage caused by removal of the Tenant's Property
- (d) return all keys, security passes and cards held by the Tenant or its employees, and
- (e) paint the Premises with two coats of first quality paint in a workmanlike manner in colours approved in writing by the Landlord.

### 11.2 Failure to Remove Tenant's Property

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

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

### 11.3 Power of Attorney

- (a) The Tenant irrevocably appoints the Landlord and each and every one of its directors to be the true and lawful attorney of the Tenant to act at any time after the power to take back possession of the premises has been exercised.
- (b) The attorney is empowered to:
  - (i) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the Tenant affecting the Land together with any other documents needed to effect those dealings
  - (ii) do all things which the Tenant is required to do under this Lease.
- (c) The Tenant undertakes to ratify and confirm anything the attorney lawfully does and to pay the Landlord's reasonable expenses incurred in exercising the powers under Clause 11.3 on demand.

Title Reference - [50331019]

## **12. MONTHLY TENANCY**

### **12.1 Monthly Tenancy**

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

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

## **13. DAMAGE AND DESTRUCTION**

### **13.1 Rent Reduction**

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

- (a) must reduce the Rent, Agreed Proportion of Outgoings and any other money payable to the Landlord by a reasonable amount depending on the type and extent of damage or destruction, and
- (b) cannot require the Tenant to clean, repair or maintain until the Premises are fit for use and accessible.

### **13.2 Tenant May Terminate**

The Tenant may terminate this Lease by thirty (30) days notice to the Landlord unless:

- (a) within three (3) months of the event causing damage or destruction, the Landlord notifies the Tenant that the Premises will be reinstated, and
- (b) carries out reinstatement works within a reasonable time having regard to the extent of the damage.

### **13.3 Landlord May Terminate**

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

### **13.4 No Obligation to Rebuild**

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

Title Reference - [50331019]

**13.5 Dispute Resolution**

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

**13.6 Antecedent Rights**

Termination under Clause 13 or any other provision of this Lease does not affect either parties' accrued rights before termination.

**13.7 Temporary Licence**

If the Premises are completely or partially destroyed, the Tenant must immediately apply for a temporary authority to conduct the Business from appropriate parts of the Premises for as long as it is necessary to repair or rebuild those parts of the Premises destroyed.

**13.8 Preservations of Licence**

If the Premises are damaged and the Tenant is unable to trade, then the Tenant must take all reasonable steps to obtain all necessary approvals for the preservation of the Liquor Licence for the period that the Premises is not trading.

**14. SALE BY LANDLORD**

Before transferring any interest in the Land, the Landlord must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Lease and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

**15. GENERAL**

**15.1 Naming Rights**

The Landlord may:

- (a) name or rename the Building
- (b) alter or build additions to the Building and in so doing interrupt the Services provided any interruption is minimised.

Title Reference - [50331019]

**15.2 Landlord May Rectify**

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

**15.3 Notices**

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

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

**15.4 Waiver Negatived**

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

**15.5 Entire Agreement**

This Lease:

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

**15.6 Severability**

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

**15.7 Obligations of Parties**

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

**15.8 Statutes and Regulations**

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

Title Reference - [50331019]

**15.9 Governing Law**

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

**15.10 Saturdays, Sundays and Public Holidays**

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

**16. OPTION FOR FURTHER TENANCY**

**16.1 Exercise of Option**

If further terms have been inserted in Item 9 of the Reference Schedule the Landlord must grant a Renewed Lease of the Premises to the Tenant for each further term inserted in Item 9 of the Reference Schedule if the Tenant:

- (a) gives notice to that effect to the Landlord not more than six (6) months and not less than three (3) months before the Term expires, and
- (b) has not breached any of the essential terms of this Lease set out on Clause 10.1.

**16.2 Terms of Renewed Lease**

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

- (a) the term will be that specified for the relevant Option in Item 9 of the Reference Schedule
- (b) the date of commencement will be the day after expiry of the Term
- (c) the rent will be an amount determined under Clause 3.2 as if the last day of the Term was a Market Review Date
- (d) the amount of public liability insurance in Item 7 of the Reference Schedule will be an amount reasonably required by the Landlord
- (e) the Bank Guarantee in Item 10 of the Reference Schedule will be an amount reasonably required by the Landlord
- (f) Clause 16 will be omitted from the Renewed Lease when no relevant further terms remain in Item 9 of the Reference Schedule or the Tenant does not comply with Clause 16.1.

**16.3 Dispute**

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

Title Reference - [50331019]

**17. BANK GUARANTEE**

- (a) If a Bank Guarantee has been inserted in Item 10 of the Reference Schedule the Tenant must deliver the Landlord before the Date of Commencement an unconditional Bank Guarantee for the amount stated.
- (b) Whenever the Rent is reviewed under clause 3, the Tenant must provide a replacement or additional Bank Guarantee equivalent to the new reviewed Rent.
- (c) The Tenant must ensure that the Bank Guarantee is kept current and will not expire until at least six (6) months after the end of the Lease.
- (d) If the Tenant does not comply with any of its obligations under this Lease, the Landlord may call on the Bank Guarantee.
- (e) If the Landlord makes demand on the Bank Guarantee the Tenant must provide a replacement Bank Guarantee equal to the amount claimed by the Landlord.
- (f) The Landlord must return the Bank Guarantee to the Tenant within two (2) months of expiration of the Term unless:
  - (i) the Landlord has started proceedings against the Tenant, or
  - (ii) the Tenant is holding over with the Landlord's consent.

**18. SECURITY BOND**

- (a) If the Landlord agrees to accept a Security Bond for the amount inserted in Item 11 of the Reference Schedule the Tenant must deliver the Landlord before the Date of Commencement a bank cheque for the amount so specified, to be held by the Landlord or their agent as security for the performance of the Tenants obligations under the lease.
- (b) If the Tenant does not comply with any of its obligations under this Lease, the Landlord may apply the Security Bond towards the payment of any money payable by the Tenant to the Landlord under this lease.
- (c) If the Landlord uses the Security Bond as stated above then the Tenant must within 14 days of receipt of notification from the Landlord pay any deficiency so that the Security Bond is reinstated to its full amount.
- (d) The Landlord's right to apply the Security Bond does not prejudice any of the Landlord's other rights under the Lease or at law. A failure by the Landlord to apply the Security Bond will not constitute a waiver.
- (e) If the Rent is adjusted/reviewed, the Tenant must pay the difference in the Security Bond so that the Security Bond always equals the proportion as stated in Item 11.
- (f) The Landlord is entitled to deduct all bank fees, charges, GST or other tax from the Security Bond.

**Title Reference - [50331019]**

- (g) The Landlord must pay the balance of the Security Bond to the Tenant (including interest if any) within 30 days after the Lease ends.
- (h) If the Landlord sells the Premises, it may pay the Security Bond or assign its interest to the buyer and in so doing, the Tenant discharges the Landlord from any legal responsibility regarding the Security Bond.

**19. GUARANTEE**

**19.1 Guarantee**

If Guarantors are inserted in Item 12 of the Reference Schedule this Lease is not binding on the Landlord until the Guarantee as set out in this Lease has been signed by each person named as a Guarantor in Item 12 of the Reference Schedule.

**20. BODY CORPORATE**

**20.1 Compliance with By-laws**

The Tenant must observe, conform to and comply with all the Body Corporate by-laws (as amended) and with all lawful directions, orders or requirements of the committee or managing agent of the Body Corporate in so far as such directions, orders or requirements relate to the Tenant's use and occupation of the Premises.

**20.2 Compliance with Body Corporate and the Act**

The Tenant must observe, conform to and comply with the Body Corporate and Community Management Act 1997 (the Act) in the same manner and to the same extent as if the Tenant were the owner of the lot comprising the Premises, but limited in application to the Tenant's use and occupation of the Premises.

**20.3 Body Corporate Contractors**

The Tenant must permit the Body Corporate, its servants, agents and contractors to enter the Premises and to perform such work as may be required or may be contemplated under the Act. The Tenant must not obstruct or hinder the Body Corporate, its agents, servants or contractors in the performance of its powers and duties.

**20.4 Common Areas**

The Tenant has the right with the Tenant's employees at all times and during the currency of this Lease and any extension thereof subject to the rules of the Body Corporate to use the Common Area together with the Landlord and others.

**20.5 Enjoyment of Common Areas**

The Tenant must not use the Common Area in such a manner or for such purpose as to interfere unreasonably with the use or enjoyment of it by any person having similar rights.

Title Reference - [50331019]

**20.6 Transfer or Lease of Common Area**

The Tenant has no right to claim compensation, raise objection, cancel or terminate this Lease in the event that the Body Corporate executes a Transfer, Lease or rents any part of the Common Area.

**20.7 Disputes**

The Tenant must give the Landlord written notice of any matter in dispute under the provisions of the Act relating to:

- (a) any application by the tenant relating to the Scheme
- (b) any application by any person that relates to the Tenant or the Premises
- (c) any order, or interim order affecting the Premises or the Tenant of the Premises.

**20.8 Dispute Resolution**

The Tenant must comply with the terms of any order, interim order, determinations and resolutions arising from a community title dispute that relates to the Premises.

**20.9 Indemnity**

The Tenant hereby indemnifies the Landlord and agrees to keep the Landlord indemnified in respect of all loss, damage or injury suffered or incurred by it and arising directly or indirectly from any breach by the Tenant or the Tenant's employees, agents or customers of any provisions of this clause.

**21. CAR PARK LICENCE**

**21.1 Licence to Park**

If a Car Parking Fee has been inserted in Item 8 of the Reference Schedule then for so long as this Lease has not been validly terminated or expired, the Landlord gives the Tenant a licence to enter and leave the Car Park and to park one motor vehicle in each Designated Car Park during all hours the Premises may be lawfully occupied. The rights conferred by this licence are in contract only and do not create a tenancy or an estate or any other interest in the Car Park or Designated Car Park.

**21.2 Obligations**

- (a) The Tenant must pay to the Landlord upon demand the cost of rectifying any damage to the Car Park or the Building caused by the Tenant or any entity claiming under or through the Tenant.
- (b) The Tenant must keep the Designated Car Park in good repair and clean condition, excluding structural repair.
- (c) The Landlord's obligations under this license are discharged on nomination of the Designated Car Park and the Landlord is under no obligation to ensure availability of the Designated Car Park.

**Title Reference - [50331019]**

- (d) The Tenant must use the Car Park and Designated Car Park at its own risk and the Tenant releases the to the fullest extent permitted by Law, the Landlord and its agents, employees and contractors from all claims and demands resulting from any accident, damage, loss, injury or death occurring in the Car Park or the Designated Car Park.
- (e) The Tenant indemnifies and holds indemnified the Landlord and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the Landlord may sustain or incur or for which the Landlord or its agents, employees and contractors shall or may be or become liable whether during or after the Term in respect of or arising from the acts, neglect or default of the use of the Car Park or Designated Car Park by the Tenant or by any entity claiming under or through the Tenant.
- (f) All terms of the Lease unless specifically altered or excluded by Clause 21 apply to this licence.

**22. PERSONAL PROPERTY SECURITIES REGISTER**

**22.1 Notification of Security Interest**

The Tenant must notify the Landlord on or before the Commencement Date if any of the property owned or used by the Tenant which is either located in the Premises or relevant to this Lease is subject to a Security Interest.

**22.2 Exclusion of PPS Act**

Where permitted by the PPS Act:

- (a) the Tenant waives its right to receive notifications, verifications, statements, disclosures, proposals and any other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPS Act; and
- (b) the landlord and the Tenant agree that sections 95, 125, 129, 142 and 143 of the PPS Act do not apply to this Lease.

**23. GUARANTEE AND INDEMNITY**

- (a) The Guarantor specified in Item 12 of the Schedule HEREBY ACKNOWLEDGES that in pursuance of and in consideration of the Landlord entering into the Lease at the request of the Guarantor, which request is evidenced by the execution by the Guarantor below and in further consideration of the terms, covenants and conditions hereof, the Guarantor hereby guarantees to the Landlord the due and punctual payment by the Tenant of all payments whether by way of rental or otherwise as they fall due and from time to time owing to the Landlord under the Lease as well also as the due performance by the Tenant of all the covenants, terms and conditions on the part of the Tenant contained in the said Lease AND THE GUARANTOR FURTHER COVENANTS as follows:
  - (i) To indemnify and keep indemnified the Landlord against all or any loss of the Rent and other moneys hereby secured or intended so to be and against all or any loss occasioned to the Landlord in consequence of any default by the Tenant or by the

**Title Reference - [50331019]**

Guarantor and also against all costs, charges and expenses of whatsoever nature which the Landlord may incur by reason of any such default or in consequence of the exercise or attempted exercise by the Landlord of its rights and remedies under the Lease or any of them.

- (ii) Without affecting the liability of the Guarantor or the Tenant hereunder the Landlord may postpone for any time or from time to time the exercise of the powers, rights and remedies conferred upon the Landlord or implied by the Lease and may exercise the same and enforce the covenants for payment of the rent and other moneys hereby secured or intended so to be or any other covenant, agreement, conditions or stipulations contained in or implied by the Lease or any other remedies or securities available to the Landlord at any time and in any manner and the Guarantor shall not be released by any exercise or enforcement or attempted exercise or enforcement by the Landlord of its rights and remedies with regard to the matters aforesaid or any of them or by time or any indulgence being given to the Tenant or to the Guarantor or by any variation in the provisions of the Lease or by any other thing whatsoever which under any law would but for this provision have the effect of so releasing the Guarantor.
- (iii) This Guarantee shall be of a continuing nature and shall subsist during the original term of the Lease as well as any extended term thereof and also as in respect to any tenancy created pursuant to the Lease and no time, waiver or other indulgence granted by the Landlord to the Tenant shall limit, prejudice or affect the liability hereunder.
- (iv) The Landlord shall have the fullest liberty without discharging or affecting the liability of the Guarantor under this Deed to postpone for any time or from time to time the exercise of any power conferred on the Landlord by the Lease and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants of the said Lease and/or any other remedies or securities available to the Landlord and the Guarantor shall not be released by the exercise by the Landlord of its liberty with reference to the matters aforesaid or any of them or by time being given to the Tenant and its successors in title or by any variation in the provisions of the Lease or by the granting of time or any other indulgence to the Tenant or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor.
- (v) If any payment made to the Landlord by or on behalf of the Tenant or the Guarantor shall subsequently be avoided by reason of any statutory provision or otherwise such payment shall be deemed not to have discharged or have affected the liability of the Guarantor under this Deed and in that event the Landlord and the Guarantor shall be restored to the position in which each would have been and be entitled to exercise all the rights which each would have had if such payment had not been made.
- (vi) Without in any way limiting or otherwise affecting the liability under the preceding clauses hereof 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 herein the sum (whether rental or otherwise) necessary to discharge such obligation.



Title Reference - [50331019]

Table of Contents

<b>1.</b>	<b>INTERPRETATION</b> .....	<b>4</b>
1.1	Terms and Reference Schedule .....	4
1.2	Definitions .....	4
1.3	Reference.....	6
<b>2.</b>	<b>RENT AND OTHER PAYMENTS</b> .....	<b>6</b>
2.1	Payments .....	6
2.2	Manner of Payment.....	7
2.3	Charges for Electricity.....	8
2.4	Interest .....	8
2.5	Goods and Services Tax .....	8
<b>3.</b>	<b>RENT REVIEWS</b> .....	<b>10</b>
3.1	CPI Review .....	10
3.2	Market Review.....	10
3.3	Fixed Review .....	10
3.4	Rent Not to Decrease .....	10
3.5	Payment of Rent Prior to Review .....	11
<b>4.</b>	<b>USE OF THE PREMISES</b> .....	<b>11</b>
4.1	Use of Premises .....	11
4.2	Conduct.....	11
4.3	Consent.....	12
4.4	Tenant's Obligation .....	12
4.5	The Tenant is responsible:.....	13
4.6	Environmental Matters .....	13
<b>5.</b>	<b>MAINTENANCE AND REPAIR</b> .....	<b>15</b>
5.1	Repair.....	15
5.2	Cleaning .....	15
5.3	Landlord's Right to Inspect and Repair.....	16
5.4	Tenant's Works .....	16
5.5	Landlord's Fitout.....	16
5.6	Landlord's Right to Advertise .....	17
<b>6.</b>	<b>ASSIGNMENT AND SUBLETTING</b> .....	<b>17</b>
6.1	The Tenant may:.....	17
6.2	The Landlord may give its consent to an assignment if: .....	17
6.3	Corporate Tenant .....	17
<b>7.</b>	<b>TRUSTS</b> .....	<b>18</b>
7.1	Landlord's Trust.....	18
<b>8.</b>	<b>LANDLORD'S RIGHTS AND OBLIGATIONS</b> .....	<b>18</b>
8.1	Variations in Tenant's Agreed Proportion.....	18
8.2	Elevators, Escalators, Travelators and Air Conditioning .....	18
8.3	Head Lease or Other Interests.....	18
8.4	Rules .....	18

Title Reference - [50331019]

8.5	Complex Exterior .....	19
8.6	Licenses For Use of Common Areas .....	19
8.7	Quiet Enjoyment.....	19
8.8	Insurance .....	19
8.9	Rates and Taxes .....	19
8.10	Maintenance.....	19
8.11	Services .....	19
8.12	Directory Boards.....	19
8.13	Consent of Mortgagee.....	20
<b>9.</b>	<b>RISK.....</b>	<b>20</b>
9.1	Own Risk .....	20
9.2	Release.....	20
9.3	Indemnity.....	20
9.4	Insurance .....	21
9.5	Notice of Accident .....	21
9.6	Conduct Voiding Insurance.....	21
<b>10.</b>	<b>DEFAULT AND TERMINATION.....</b>	<b>22</b>
10.1	Essential Terms.....	22
10.2	Default .....	22
10.3	Termination of Tenancy .....	22
<b>11.</b>	<b>EXPIRY OF TERM .....</b>	<b>23</b>
11.1	Tenant's Obligations.....	23
11.2	Failure to Remove Tenant's Property.....	23
11.3	Power of Attorney .....	23
<b>12.</b>	<b>MONTHLY TENANCY .....</b>	<b>24</b>
12.1	Monthly Tenancy.....	24
<b>13.</b>	<b>DAMAGE AND DESTRUCTION.....</b>	<b>24</b>
13.1	Rent Reduction .....	24
13.2	Tenant May Terminate .....	24
13.3	Landlord May Terminate .....	24
13.4	No Obligation to Rebuild .....	24
13.5	Dispute Resolution .....	25
13.6	Antecedent Rights .....	25
13.7	Temporary Licence .....	25
13.8	Preservations of Licence.....	25
<b>14.</b>	<b>SALE BY LANDLORD.....</b>	<b>25</b>
<b>15.</b>	<b>GENERAL .....</b>	<b>25</b>
15.1	Naming Rights.....	25
15.2	Landlord May Rectify.....	26
15.3	Notices .....	26
15.4	Waiver Negatived .....	26
15.5	Entire Agreement .....	26
15.6	Severability .....	26
15.7	Obligations of Parties .....	26

Title Reference - [50331019]

15.8	Statutes and Regulations.....	26
15.9	Governing Law.....	27
15.10	Saturdays, Sundays and Public Holidays .....	27
<b>16.</b>	<b>OPTION FOR FURTHER TENANCY.....</b>	<b>27</b>
16.1	Exercise of Option .....	27
16.2	Terms of Renewed Lease.....	27
16.3	Dispute.....	27
<b>17.</b>	<b>BANK GUARANTEE.....</b>	<b>28</b>
<b>18.</b>	<b>SECURITY BOND.....</b>	<b>28</b>
<b>19.</b>	<b>GUARANTEE .....</b>	<b>29</b>
19.1	Guarantee.....	29
<b>20.</b>	<b>BODY CORPORATE .....</b>	<b>29</b>
20.1	Compliance with By-laws.....	29
20.2	Compliance with Body Corporate and the Act.....	29
20.3	Body Corporate Contractors .....	29
20.4	Common Areas .....	29
20.5	Enjoyment of Common Areas .....	29
20.6	Transfer or Lease of Common Area.....	30
20.7	Disputes .....	30
20.8	Dispute Resolution .....	30
20.9	Indemnity.....	30
<b>21.</b>	<b>CAR PARK LICENCE.....</b>	<b>30</b>
21.1	Licence to Park.....	30
21.2	Obligations.....	30
<b>22.</b>	<b>PERSONAL PROPERTY SECURITIES REGISTER.....</b>	<b>31</b>
22.1	Notification of Security Interest .....	31
22.2	Exclusion of PPS Act.....	31
<b>23.</b>	<b>GUARANTEE AND INDEMNITY.....</b>	<b>31</b>