

Elizabeth Meiklejohn

Dealing Number



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1. Lessor LIVENPARK PTY LTD ACN 010 867 357 as trustee under Instrument 601043455 and 709829743 AND IAN WARREN ROWE	Lodger (Name, address E-mail & phone number) ALEXANDER LAW 1/169 GIVEN TERRACE PADDINGTON QLD 4064 info@alaw.com.au (07) 3369 0766	Lodger Code 182A
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2. Lot on Plan Description LOT 8 ON RP200651	Title Reference 17106190
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3. Lessee Given names	Surname/Company name and number (include tenancy if more than one)
	BRETT DENNIS HOLDINGS PTY LTD ACN 616 914 713

4. Interest being leased FEE SIMPLE

5. Description of premises being leased THE WHOLE OF THE LOT
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6. Term of lease Commencement date/event: 28/04/2017 Expiry date: 27/04/2022 and/or Event: #Options: 2 x 5 Years Extended for 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration \$98,000.00 per anum (excluding GST)
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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 Execution Date **Lessor's Signature**

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date **LIVENPARK PTY LTD
ACN 010 867 357
Lessor's Signature**

(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.
.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date **Director
Brett Dennis Holdings Pty Ltd
ACN 616 914 713
Lessee's Signature**

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

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This is the schedule of lease referred to in form 7.

PART A

The parties agree that other than for completion of the summary, any alterations and additions to the lease covenants in Part B of this lease will be made by way of addition at clause 2 of Part A.

This lease is divided under the following headings:

1. Summary
2. Alterations or additions to PART B
3. Definitions and interpretation
4. Term and further term and holding over
5. All agreements relating to money
6. Use
7. Assignment and subletting
8. Maintenance repairs alterations and additions
9. Insurance and indemnity
10. Damage
11. Guarantors
12. Default
13. Lessor may carry out works on the building
14. Rights reserved to lessor
15. Right of lessor to re-develop and re-locate lessee within complex
16. Promotion fund
17. Merchants association
18. General agreements

1. **Summary**

(a) **Term** (clause 4)

Five (5) years

(b) **Further term** (clause 4)

and two (2) further terms of five (5) years

(c) **Rent, turnover rent, and GST** (clause 5)

- (i) \$98,000.00 per annum by instalments of \$8,166.67 calculated for the year following the commencement date.

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- (ii) The first monthly payment is due on the Commencement Date set out in Item 6 of the Form 7. If this is not the commencement date it is because a set up period or rent free period from the commencement date to that day has been allowed by the lessor.
- (iii) Turnover rent is not payable under this lease.
- (iv) **Intentionally deleted**
- (v) Goods and services tax is payable by the lessee in addition to the rent.
- (vi) The first monthly payment specified in **summary 1(c)(ii)** is to account for the remaining days in that month AND in advance of the succeeding month.

(d) **Rent reviews (clause 5)**

Rent increases	Brisbane all groups CPI	Market	Percentage
1 st anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
2 nd anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
3 rd anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
4 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
5 th anniversary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
6 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
7 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
8 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
9 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
10 th anniversary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
11 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
12 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
13 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%
14 th anniversary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	%

(e) **Outgoings (clause 5)**

- (i) **Defined outgoings** are council rates, water rates, public risk insurance. Percentage payable by lessee is 100%,
- (ii) **Water usage, gas, electricity, telephone and other utilities** that are provided to the premises are to be paid by the lessee as they fall due.

(f) **Bond (clause 5)**

Not applicable.

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- (g) **Interest on overdue money** (clause 5)
5%
- (h) **Use** (clause 6)
Sale of landscaping and hardware supplies and related activities.
- (i) **Insurance and indemnity** (clause 9)
\$10,000,000.00 Minimum public liability insurance
- (j) **Guarantors** (clause 10)
Brett Dennis, liability of \$25,000.00

2. Alterations or additions to PART B

Residential House

- (a) The parties acknowledge that a residential house is situated on the demised premises (**House**).
- (b) The parties agree that:
 - (i) The residential portion of the House does not form part of this lease;
 - (ii) Risk for the House rests solely with the lessor and the lessor indemnifies and keeps indemnified the lessee from any and all loss, damage, injury, death or other liability; and
 - (iii) The lessee has no obligation to insure the House.
- (c) In consideration of the lessee entering into this lease, the lessor grants to the lessee or the lessee's nominee an option to lease the House during the term and any option term of the New Lease (**House Option**), subject to the following provisions:
 - (i) If the existing occupier permanently vacates the House then the lessor must advise the Lessee (**House Notice**);
 - (ii) The lessee may exercise the House Option within 30 days of receiving the House Notice;
 - (iii) Once the lessee exercise the House Option the parties will enter into a residential leasing agreement; and
 - (iv) The rental consideration payable by the lessee for the House will be included within the rent and outgoings payable under this lease. For the avoidance of doubt, no additional rent and outgoings for the House will be payable by the Lessee.

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PART B

Any alterations and additions to Part B should be made at clause 2 of Part A.

3. **Definitions and interpretation**

- (a) The lessor includes its executors, administrators, successors, and assigns and, for the purpose of giving any notice under this lease, the managing agent appointed by the lessor from time to time.
- (b) The lessee includes its executors, administrators, successors and assigns.
- (c) The estate means the centre, the land, the buildings and any extensions or alterations thereto of which the demised premises forms part.
- (d) Any provision of this lease to be performed by 2 or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.
- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall, in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organisation established or constituted in lieu of, or replacement for, or which serves substantially the same purpose or objects of, such authority, institute, association or body.

4. **Term and further term and holding over**

- (a) The term of this lease is, as stated in item 6 of the form 7 and **summary 1(a)**, commencing on the commencement date and expiring on the expiry date unless earlier terminated in accordance with this lease.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary 1(b)** and gives to the lessor notice in writing to that effect, not more than 6 months and not less than 3 months prior to the expiry date, or such later date applicable under section 27A of the Retail Shop Leases Act 1994, then provided at the date of the exercise of this option and at the expiry date there is no subsisting breach by the lessee of this lease, the lessor will grant to the lessee a lease of the demised premises for the further term specified in **summary 1(b)** subject to the same terms and conditions contained in this lease except this provision, unless a further option is shown in **summary 1(b)**, at a rental determined by the method specified in the table in **summary 1(d)**.
- (c) If the lessee continues to occupy the demised premises after the expiry date other than pursuant to the grant of a further lease then they do so as a monthly tenant upon such of the terms of this lease as are appropriate and such tenancy shall be determinable by either party giving to the other at any time one months notice in writing to that effect.

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5. **All agreements relating to money**

(a) **Rent & rent reviews**

- (i) For the first year of the term the lessee will pay to the lessor or at the lessor's direction, without demand from the lessor and without any set-off or deduction whatsoever, rent at the rate and at the times specified in **summary 1(c)**, monthly in advance on the first day of each month during the term except the first and last payments which, if necessary, will be proportionate, the first being payable on the date of commencement of the term. PROVIDED ALWAYS that after the first 1 year of the term of the lease or if renewed after the first year of the renewed term the annual rental shall be increased by the method specified in the table in **summary 1(d)** provided that should at any time the consumer price index cease to be published then the lessor and lessee agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Brisbane.
- (ii) At the commencement of any further term of the lease, in the event of the exercise of the option to renew herein contained, the annual rental shall be reviewed in accordance with the table provided in **summary 1(d)**. The current market rent is the rent that would reasonably be expected to be paid for the shop, as between a willing lessor and a willing lessee in an arm's length transaction, where the parties are each acting knowledgeably, prudently and without compulsion, determined on an effective rent basis, having regard to:
- (1) The provisions of the lease;
 - (2) The rent that would reasonably be expected to be paid for the shop if it were unoccupied and offered for renting for the same or a substantially similar use to which the shop may be put under the lease;
 - (3) The gross rent less the lessor's outgoings payable by the lessee; and
 - (4) Rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops.
- (iii) The current market rent is not to take into account the value of goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings on the retail shop premises. The Lessor must, not later than 3 months before a market review date, give the lessee a written notice of the amount that the lessor considers to be the current market rent appropriate to the demised premises as from that particular market review date.
- (iv) If the lessor and the lessee cannot agree within one month as to what the actual amount of that rent is to be, the amount of the rent is to be determined by valuation carried out by a specialist retail valuer appointed by agreement of the parties to the lease, or failing agreement, by the chief executive pursuant to the Retail Shop Leases Act 1994.
- (v) The matters set out above are to be taken into account by a specialist retail valuer in determining the amount of the rent.

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- (vi) The lessor must, not later than 14 days after being requested to do so by a specialist retail valuer, supply the valuer with information, where reasonably available to the lessor, requested in a list provided by the valuer to assist the valuer to determine the current market value including the following information about leases for comparable retail shops in the same building or retail shopping centre:
- (1) Current rental for each lease;
 - (2) Rent free periods or any other form of incentive;
 - (3) Recent or proposed variations of any lease;
 - (4) Outgoings for each lease; and
 - (5) Including any other information prescribed by law.
- (vii) The valuation is to be in writing and to contain detailed reasons for the specialist retail valuer's determination and to specify the matters to which the valuer had regard for the purpose of making their determination.
- (viii) The parties to the lease are to pay the costs of a valuation by a specialist retail valuer in equal shares.

(b) Turnover rent

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(c) Outgoings

The lessee must pay to the lessor the outgoings set out in **summary 1(e)** in the amounts and at the times set out in the estimates and statements.

(i) Estimates

- (1) The lessor must give the lessee a written estimate of the outgoings to which the lessee contributes under the lease, in the form prescribed under the Retail Shop Leases Act 1994.
- (2) The estimate of outgoings must be given to the lessee in respect of each accounting period of the lessor during the term of the lease and must be given before the lease is entered into and thereafter during the term of the lease at least 1 month before the commencement of the accounting period concerned.
- (3) If the shop is in a retail shopping centre, the estimate of outgoings is to include:
 - A. A statement of management fees, broken down into the fees to be paid by the lessee towards the administration costs of running the centre and other fees paid to the management company;
 - B. A statement of cleaning costs to be paid by the lessee, broken down into the costs of consumables and other costs; and
 - C. Any other particulars prescribed by law.

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(ii) Outgoings statements

- (1) The lessor must give the lessee a written audited statement (an outgoings statement) that details all expenditure by the lessor in each accounting period of the lessor during the term of the lease on account of outgoings to which the lessee is required to contribute.
- (2) If the shop is in a retail shopping centre, the outgoings statement must include a statement of the current gross lettable area of the shopping centre and details of any material change in that gross lettable area during the period to which the outgoings statement relates.
- (3) If the shop is in a retail shopping centre, the outgoings statement is to include:
 - A. A statement of total management fees paid in respect of the centre, broken down into the fees paid towards the administration costs of running the centre and other fees paid to the management company;
 - B. A statement of total cleaning costs paid by the lessor, broken down into the costs of consumables and other costs; and
 - C. Any other particulars prescribed by law.
- (4) The outgoings statement is to be given to the lessee within 3 months after the end of the accounting period to which it relates.

(iii) Adjustment

There is to be an adjustment between the lessor and the lessee for each accounting period of the lessor to take account of any under-payment or over-payment by the lessee in respect of outgoings during the period. The adjustment is to take place within one month after the lessor gives the lessee the outgoings statement for the period concerned and must in any event take place within 4 months after the end of that period.

(iv) Other expenditure

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

(d) Bond

The lessee shall either provide a bank guarantee for or pay to the lessor the amount specified in **summary 1(f)** as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the lessor to call upon the guarantee for or utilise such amount towards the cost of rectifying any breach otherwise the amount less any necessary expenditure shall be refunded to the lessee at the end of the lease and any guarantee released. A bank guarantee shall be in favour of the lessor, not have a termination date and shall be expressed to be security for the performance by the lessee of its obligations under the lease.

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(e) Goods and services tax

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable goods and services tax in addition to the cost of the supply.
- (ii) Rent is exclusive of goods and services tax and it is payable in addition to the rent, unless rent is expressed to be inclusive of goods and services tax in the summary.
- (iii) The lessor must pass on the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessor.

(f) Interest on overdue money

In the event of any rental or other money due by the lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay to the lessor interest at the rate specified in **summary 1(g)** on that money calculated from the due date until the date of payment and the lessor will be entitled to recover that money as if the same were rent in arrears.

(g) Costs

The lessor may require payment by a lessee of:

- (i) Registration fees and costs incurred to register the lease;
- (ii) Costs incurred by the lessor to obtain a survey of the premises in order that a lease plan be prepared in registrable form; and
- (iii) Legal costs on a solicitor and own-client basis in relation to any breach by the lessee of the terms of this lease resulting in enforcement action taken by the lessor.

6. Use

- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary 1(h)** hereto and shall comply with all requirements of law in relation to that use. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes any of the fixtures or fittings in the demised premises or the estate.
- (c) The lessee shall not store or use an inflammable or dangerous substance upon the demised premises or the estate unless a normal incident of the permitted use.
- (d) The lessee shall not do or permit to be done on the demised premises or in the estate anything which in the opinion of the lessor may become a nuisance or a disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of the estate nor to use the demised premises in any noisy, noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.

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- (f) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorized entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and fasten same if the demised premises are left unsecured.

7. Assignment and subletting

- (a) The lessee covenants not to assign, sub-let or otherwise deal with the demised premises without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the reasonable satisfaction of the lessor that the proposed assignee or sub-lessee is of good repute, responsible of sound financial standing, experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor and the lessee pays all costs incurred by the lessor whether the proposed assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.
- (b) In the event of the lessee being a company then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor, in accordance with this provision.
- (c) Upon a valid assignment being effected, and provided the lessee is not in default the lessee is released from any obligations under the lease from the assignment date.

8. Maintenance repairs alterations and additions

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to its condition at the commencement of the lease, fair wear and tear and damage caused by fire, flood, storm, tempest excepted, unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance, service and repair contracts that are reasonably required by the lessor, however the lessor will bear the costs of any repairs of a structural or capital nature.
- (b) The lessor, the lessor's executors, administrators and assigns, or an agent of the lessor or of the lessor's executors, administrators or assigns, may, twice in every year during the term at a reasonable time of the day upon giving to the lessee 2 days previous notice, enter upon the demised premises and view the state of repair thereof, and may serve upon the lessee or the

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lessee's executors, administrators or assigns' at the demised premises, a notice in writing of any defect, requiring the lessee or the lessee's executors, administrators or assigns, within a reasonable time, to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee's or the lessee's executors, administrators or assigns' so doing it shall be lawful for the lessor, the lessor's executors, administrators, or assigns from time to time to enter and execute the required repair. When entering upon the demised premises, the lessor must cause as little interruption to the tenant's business as practicable in the circumstances.

- (c) The lessee shall repair, replace and maintain all glass broken in the demised premises, all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.
- (d) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises, broken or damaged as a result of the use of demised premises by the lessee.
- (e) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee PROVIDED THAT the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's particular use or occupation of the demised premises.
- (f) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demised premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein.
- (g) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.

9. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
 - (i) A policy of public risk insurance in the name of the lessee and noting the lessor's interest applicable to the demised premises and the building and the business carried on therein for an amount of not less than the amount specified in **summary 1(i)**;
 - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee, its servants, agents, licensees or invitees; and
 - (iii) An insurance policy in the name of the lessee and noting the lessor's interest for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the demised premises

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except to such extent such claims, actions, losses and expenses arise from the negligence, act or omission of the lessor, its employees, contractor, invitees or agents.

- (c) If the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased then the lessee shall pay such increase in insurance to the lessor.

10. Damage

- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee, then the rental and outgoings hereby reserved shall abate and this lease and the term hereby created may, if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage, be terminated and brought to an end, PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the demised premises, the lessee may, by notice in writing to the lessor, terminate this lease.
- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent and outgoings hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises shall have been rebuilt or made fit for the occupation and use of the lessee. For the avoidance of doubt, the lessee's repair and maintenance obligations under the lease are also suspended during any period of damage and are not reinstated until the demised premises is entirely fit for the lessee's use.
- (c) In the event of the occurrences referred above, the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or his servants, agents, licensees and invitees.

11. Guarantors

In consideration of the lessor at the request of the persons named in **summary 1(j)**, 'the guarantors' which expression shall include their executors, administrators, successors and assigns, entering into this lease with the lessee the guarantors covenant and agree with the lessor:

- (a) That they will be jointly and severally liable to the lessor for the due payments of all money under this lease and the due performance of all covenants and conditions of this lease on the part of the lessee to be performed;
- (b) That they will remain liable to the lessor notwithstanding that:
- (i) The lessor has exercised all or any of its rights under the lease; or
 - (ii) The lessor has not made prior demand upon the lessee; or
 - (iii) the granting of time or any other indulgence to the lessee and notwithstanding the death or insolvency of the lessee;

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- (c) That they will be primarily liable as if named as the lessee herein;
- (d) That their liability will not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against any other person and will continue until all money has been paid and all obligations have been satisfied; and
- (e) That in the event of the exercise of any option herein contained by the lessee, the guarantee will continue during the further term of the lease and this guarantee shall enure for the benefit of the lessor, its executors, administrators and assigns.

12. Default

- (a) If at any time during the term of this lease or any extension thereof the lessee shall fail to comply with the essential terms of this lease to pay any rent or other money payable by the lessee to the lessor within 14 days of the due date for payment of such money although no formal demand therefore has been made or default in the fulfillment of any covenant, condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters such as use, assignment, subletting, repair and maintenance and such default is continued for the space of 14 days after written notice by the lessor to the lessee at its address appearing on the first page hereof to rectify such default or if repairs required by any notice to repair and not completed within the time therein specified (to be no less than 7 days), then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole forcibly, if necessary, and thereby determine the estate of the lessee.
- (b) Within 7 days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises failing which such fixtures fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable.
- (c) The lessor may recover all arrears of rent, all loss of rental incurred as a result of the determination of the lease, all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition, fair wear and tear and damage caused by fire, flood, storm and tempest excepted, damages for breach of any covenant contained in the lease any other money owing by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.
- (d) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease, then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for them in their name and as their act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and to register this power of attorney and do any matter or thing which may be required to give full effect thereto.

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13. **Lessor may carry out works on the building**

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14. **Rights reserved to lessor**

The lessor may:

- (a) Create easements or other rights (so long as such easement or right does not materially prejudice the lessee's use and enjoyment of the demised premises);
- (b) Change services;
- (c) Show the shop to prospective lessees and put 'To Let' notices on the shop during the 3 months before the end of the lease at reasonable times and subject to the lessor giving the lessee reasonable notice of no less than two (2) days and the lessor causing as little interruption to the tenant's business as practicable in the circumstances;
- (d) Use the shop for the passage of air-conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electric wiring, water sewerage and drainage connections and any other services;
- (e) Enter the premises at all reasonable times to install, maintain or repair any of those things at reasonable times and subject to the lessor giving the lessee reasonable notice of no less than two (2) days and the lessor causing as little interruption to the tenant's business as practicable in the circumstances; and
- (f) Sell the property in which case the lessor must obtain from the purchaser a covenant in favour of the lessee whereby the purchaser agrees to be bound by the provisions of this lease including but not limited to the options to renew granted to the lessee.

15. **Right of lessor to re-develop and re-locate lessee within complex**

INTENTIONALLY DELETED

16. **Promotion fund**

INTENTIONALLY DELETED

17. **Merchants association**

INTENTIONALLY DELETED

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18. **General agreements**

(a) **Compliance with retail leases legislation**

The parties agree that they will at all times comply with the provisions of the Retail Shop Leases Act 1994 in particular the provisions relating to the resolution of disputes.

(b) **Alterations**

The lessee shall not effect any alterations or additions to the demised premises without the written consent of the lessor which shall not be unreasonably withheld.

(c) **Remove fixtures**

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) **Hours**

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) **Signage**

The lessee shall not place any sign, advertisement, name or notice on any part of the demised premises or the estate without the lessor's prior written consent, which shall not be unreasonably withheld, and if necessary without the prior consent of any relevant competent authority.

(f) **Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the demised premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) **Prospective tenants or purchasers**

(i) The lessee will at all reasonable times permit the lessor to show the demised premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(ii) In consideration of the lessee entering into this lease, the lessor grants to the lessee or the lessee's nominee an option to purchase the Premises during the term and any option term of the New Lease ('*option*'), subject to the following provisions

(A) The lessor must promptly advise the lessee upon receiving an offer to purchase the Premises, including the terms of the offer (including, without limitation, the purchase price) (**Lessor's Notice**)

(B) The lessee may exercise the Option with 30 days of the Lessor's Notice by providing the lessor a standard REIQ contract applicable to the sale of the

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Premises executed by the lessee or the lessee's nominee (as the case may be) on the terms set out in the Lessor's Notice;

(C) The lessor must execute and date the contract given by the lessee or the lessee's nominee (as the case may be) within 3 business days of receipt and promptly return it to the lessee;

(D) Should the lessee not exercise the Option, the lessor may sell to a third party on the basis that the terms of any sale to a third party are the same as set out in the Lessor's Notice. If the terms of a sale to a third party vary to the terms set out in the Lessor's Notice, the lessor must offer the varied terms to the lessee or the lessee's nominee on the terms and conditions set out in (A) to (D).

(h) Service of notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (i) Delivered personally; or
- (ii) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (iii) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (iv) Sent by email to their email address, when it will be treated as received on that day.

(i) Strata titling

In the event of the lessor wishing to effect a strata title on the estate, then the lessor may carry out such works as are required by the responsible authorities PROVIDED THAT in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) Severance

The lessor and lessee agree that any provision of this lease which is in breach of any statute regulation by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) Use of common property

The lessee shall have the right in common with other lessees of other parts of the premises of which the demised premises form part to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

(l) Quiet enjoyment

And the lessor doth hereby covenant with the lessee that by paying the rent hereby reserved, and performing the covenants hereinbefore on their part contained, shall and may peaceably

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possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from, or under him or her.

Signed by the Guarantors:

Witness Sign

Guarantor Sign

Witness – Name (printed)

Guarantor – Name (printed)

Justice of the Peace/Solicitor/Commissioner for Declarations