

Dealing Number



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1. Lessor	Lodger (Name, address E-mail & phone number)	Lodger Code
STUART WILLIAM JENSEN, MARGARET JENSEN, HILTON PAUL JENSEN AND SCOTT ALAN JENSEN TRUSTEE UNDER INSTRUMENT 710373522		
2. Lot on Plan Description	Title Reference	
LOT 706 ON CPSL1883	16044100	
3. Lessee	Given names	Surname/Company name and number (include tenancy if more than one)
		ROOF & BUILDING SERVICE (AUS) PTY LTD ACN 160 218 511
4. Interest being leased		
FEE SIMPLE		
5. Description of Premises being leased		
WHOLE OF THE LAND		
6. Term of lease	7. Rental/Consideration	
Commencement date/event: 01/01/2023 Expiry date: 31/12/2028 Options: 2 x 5 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	REFER TO ATTACHED SCHEDULE	
8. Grant/Execution		
The Lessor leases the Premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- the attached schedule		

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

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


9. Acceptance		
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.		
..... signature	ROOF & BUILDING SERVICE (AUS) PTY LTD ACN 160 218 511	
William John Haines		
..... full name		
JP (Qual) - JP# 123372		
..... qualification		
Witnessing Officer	Execution Date	Lessee's Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		

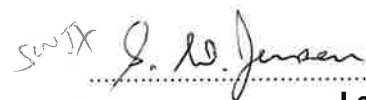

Title Reference 16044100


8. Grant/Execution



The Lessor leases the Premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule

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

 signature
X William John Haines full name
X JP(Qual) JP#123372 qualification
Witnessing Officer

SWIX  Lessor's Signature
MJS  Lessor's Signature
Execution Date 1 / 1

X  signature
X William John Haines full name
X JP(Qual) JP#123372 qualification
Witnessing Officer

HST  Lessor's Signature
SAJ  Lessor's Signature
Execution Date 1 / 1

Title Reference [16044100]

This is the Schedule referred to in the Form 7 Lease dated the day of 2023.

1. **REFERENCE DATA**

ITEM 1: PARTIES:

Lessor:	STUART WILLIAM JENSEN, MARGARET JENSEN, HILTON PAUL JENSEN AND SCOTT ALAN JENSEN TRUSTEE UNDER INSTRUMENT 710373522
Address for Notices:	15 FERRETT STREET, EAGLE FARM QLD 4009
Lessee:	ROOF & BUILDING SERVICE (AUS) PTY LTD ACN 160 218 511
Address for Notices:	15 FERRETT STREET, EAGLE FARM QLD 4009

ITEM 2: TERM:

	FIVE (5) YEARS
Date of Commencement:	01 JANUARY 2023
Expiry Date:	31 DECEMBER 2028

**ITEM 3: BUILDING AND
LEASED PREMISES:**

Address of Building:	15 FERRETT STREET, EAGLE FARM QLD 4009
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ITEM 4: RENT:

(a) Commencement of date of rental payment:	01 JANUARY 2023
(b) Rent:	
(i) Yearly Rent:	\$434,910.00 per annum + GST + outgoings
(ii) Monthly Rent:	\$36,242.50 + GST + outgoings
(c) Rent due date:	the first day of each Month in advance
(d) Interest on arrears:	at the Stipulated Rate as defined in Clause 2.1.22.

ITEM 4A CPI REVIEW DATES:

01 JANUARY 2024
01 JANUARY 2025
01 JANUARY 2026
01 JANUARY 2027

And if the first option is exercised, then:

01 JANUARY 2029
01 JANUARY 2030
01 JANUARY 2031
01 JANUARY 2032

And if the second option is exercised, then:

01 JANUARY 2035

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01 JANUARY 2036
01 JANUARY 2037
01 JANUARY 2038

ITEM 5: MARKET REVIEW DATES:

Fixed review dates: 01 JANUARY 2028
01 JANUARY 2034

ITEM 6: USE OF PREMISES: OFFICE AND ADMINISTRATION

ITEM 7: INSURANCE REQUIREMENTS: As set out in clause 9.3

ITEM 8: (A) RIGHT OF RENEWAL:

Term: FIVE (5) years.
Date must be exercised in writing: Six (6) months before expiry of current term
Commencement Date of Renewal Term: 01 JANUARY 2028

(B) RIGHT OF RENEWAL:

Term: FIVE (5) years.
Date must be exercised in writing: Six (6) months before expiry of current term
Commencement Date of Renewal Term: 01 JANUARY 2034

ITEM 10: SECURITY BOND The cash equivalent of three (3) months' rent but not applicable while Roof & Building Service (Aus) Pty Ltd are the Lessees

ITEM 11: GUARANTORS: Not applicable while Roof & Building Service (Aus) Pty Ltd are the Lessees

ITEM 12: PLANT & EQUIPMENT: N/A

Each reference in this Lease to any of the titles contained in this Part is to be construed to incorporate the data stated and the terms provided under that title.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

Unless otherwise provided or unless there is something inconsistent in the subject matter, the expressions following (whether appearing with or without capital letters) have the meanings assigned to them in this clause:

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- 2.1.1. **“the Air Conditioning Equipment”** means the plant, electrical installations, ductwork, and diffusers used for the manufacture and reticulations of conditioned air throughout the Building and includes all mechanical ventilation.
- 2.1.2. **“the Australian Property Institute”** means the Australian Property Institute (Queensland Division).
- 2.1.3. **“the Building”** means the Building or Buildings of the Lessor erected or to be erected on the Land.
- 2.1.4. **“the Date of Commencement”** means the date referred to in **Item 2** of the **Reference Data** as the Date of Commencement.
- 2.1.5. **“the Fire Equipment”** includes all stopcocks, hydrants, fire hoses, fire alarms, fire sprinklers and other fire prevention extinguishing and detection equipment in the Building.
- 2.1.6. **“Form 7”** means the lease in **Form 7** to the *Land Title Act 1994* to which this Schedule is attached.
- 2.1.7. **“Guarantee”** means the guarantee and indemnity contained in this Lease;
- 2.1.8. **“The Guarantor”** means the guarantor or collectively the guarantors referred to in **Item 11** of the **Reference Data** and also any person who enters into covenants with the Lessor as a guarantor. If the Guarantor is one person the expression includes that person, his executors, and administrators. If the Guarantor is more than one person, the guarantor includes those persons and their respective executors and administrators jointly and severally. If the guarantor is a corporation, the guarantor includes that corporation and its successors or, if more than one corporation, the guarantor includes those corporations and their respective successors.
- 2.1.9. **“Index Number”** means by the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is suspended, discontinued or modified so that it does not reflect on a consistent basis changes which have occurred in the costs of living in the city of Brisbane during any Lease Year, the expression will mean an index which in the opinion of the Australian Statistician (whether published or advised at the request of either party) does reflect on a consistent basis changes which has occurred in the cost of living in the City of Brisbane during any Lease Year. If the Australian Statistician has not published and will not advise an appropriate index, the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the parties and in default of agreement within a period of fourteen (14) days, an index or method determined at the request of either party by the President or Acting President of the Australian Institute of Valuers & Land Economists (Qld Division) or their nominee.
- 2.1.10. **“Insured Risks”** means the risks against which the Lessor is required by this Lease to effect Insurance and any additional risks against which the Lessor effects insurance relating to the Building.
- 2.1.11. **“the Land”** means the land described in **Item 2** of the **Form 7**.
- 2.1.12. **“the Lessor”** means the Lessor referred to in **Item 1** of the **Form 7** its successors and assigns and unless inconsistent with the subject matter or context includes all persons for the time being authorised by the Lessor.
- 2.1.13. **“this Lease”** means this Lease including the **Form 7** together with any annexures and schedules and any covenant or agreement expressed to be supplemental to this Lease and all amendments to those documents.

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- 2.1.14. **“Lease Year”** means each separate year of the term of this Lease the first Lease Year commencing on the Date of Commencement and each subsequent Lease Year commencing on the corresponding day of each succeeding year, the expression includes any broken period between the end of the last complete Lease Year and the date of termination.
- 2.1.15. **“Market Review Dates”** are the dates specified in Item 5 of the Reference Data.
- 2.1.16. **“Month”** means a calendar month.
- 2.1.17. **“the Outgoings”** means all expenses and outgoings paid or incurred by the Lessor in respect of the Premises under the following heads of expenditure
- (a) Rates, charges, and other levies payable to the local authority in whose area the Premises are located.
 - (b) Rates and charges payable to any local or other authority responsible for the provision or reticulation of water and/or sewerage and/or drainage services.
 - (c) Levies, contributions and/or other amounts payable to any local or other authority for or on account of fire protection services.
 - (d) All rates, taxes, charges, assessments, outgoings, and impositions (whether parliamentary, municipal, or otherwise and whether assessed, charged or imposed by or under Federal or State law or by Federal State or Local authorities and whether on a capital, revenue value, or any other basis and even though of a novel character) which are assessed, charged, or imposed in respect of the Premises or any part of them including Land tax.
 - (e) All charges for electricity, gas, oil or other fuel incurred in the operation of the Air Conditioning Equipment and other plant and equipment in the Premises.
 - (f) Insurance premiums and other charges (including stamp duties) for insurance of the Premises against fire with extended cover endorsements for vandalism, malicious mischief, earthquake, flood, water damage, boiler and pressure vessel explosion, fusion and mechanical breakdown in broad cover from which repair and replacement terms and other risks determined by the Lessor in its absolute discretion including, but not limited to, consequential losses and loss of all rents receivable from the Premises including all other charges payable in addition to the Rent in amount or amounts and for period determined by the Lessor.
 - (g) The cost of cleaning treating and other external surfaces of the Building including but not limited to cleaning materials.
 - (h) The cost of maintaining gardens and landscaped areas, including, for example, the cost of purchasing firing maintaining and repairing all lawns, gardens, plants, trees, posted shrubs, planted areas, fountains and artificial water courses and associated plant which the Lessor may voluntarily maintain.
 - (i) The control and/or extermination of rodents vermin insects pests birds and animals in the Premises.
 - (j) The cost of removing and disposing of rubbish and waste from the surrounds of the Premises.

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- (k) Public risk liability insurance against third party liability hazards including exposure to personal injury bodily injury and property damage on an occurrence basis including insurance for all contractual obligations and overing also actions of all employees, other persons, subcontractors and agents while working on behalf of the Lessor. The policy will be written on a comprehensive basis with limits of not less than \$20 million per occurrence or higher amounts reasonably required by the Lessor.
- (l) Insurance premiums and other charges (including stamp duties) for plate glass insurance in respect of the Building and workers' compensation insurance in respect of the employees of the Lessor engaged in the maintenance operation and/or management of the Premises.
- (m) The cost of all repairs painting plumbing maintenance renewals and replacements incurred by the Lessor in keeping the Building or Premises in good and substantial repair and condition, not normally charged to capital account as determined by the Lessor's accountants in accordance with accounting principles generally accepted in Queensland.
- (n) The cost of the provision of security, caretaking and janitorial services for the Premises.
- (o) The cost to the Lessor of building supplies and the rental of equipment used by the Lessor in the maintenance and operating services.
- (p) The cost of inspecting servicing maintaining and repairing amending overhauling replacing and insuring all apparatus plant machinery and equipment supplied by the Lessor in respect of the Building or Premises including but not limited to vertical transportation equipment, lifts and lift shafts, standby generators (if any), the Air Conditioning Equipment, the Fire Equipment and items relating to mechanical ventilation cooling public address telecommunications and closed circuit television.
- (q) Maintaining repairing cleaning emptying draining repairing and renewing all pipes which serve the Building.
- (r) The fees and disbursements of any accountant and/or any other individual, firm or company (whether professionally qualified or not and whether or not in any way related to or associated with the Lessor employed or retained by the Lessor for or in connection with the following functions or any of them:
 - i. the accounting functions of the Premises and or Building;
 - ii. the management of the Premises and or Building;
 - iii. the collection of the rents and all other sums due to the Lessor from the Lessee;
 - iv. the performance of any duties in and about the Premises or Building relating to the management administration security repair maintenance renewal insurance protection and cleanliness of the Building and its operation and the provision of services therein;
 - v. any other functions which might, but for the employment or retainer, have lawfully been carried out by the Lessor; and
 - vi. valuing the Premises for the purposes of assessing the full cost of re-building and reinstatement.
- (s) The reasonable fees of the Lessor for any of the functions referred to in para.(v) undertaken by the Lessor.

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- (t) The amount which the Lessor is called on to pay as a contribution towards the expense of making repairing re-building and cleaning any roads pavements or structures Pipes or anything which may belong to or be used for the Building or any part of it exclusively or in common with other neighbouring or adjoining Premises.
 - (u) The wages and salaries (including payroll tax and any other expenses) incurred by the Lessor in employing people to perform the functions listed in the preceding paragraphs of this definition.
- 2.1.18. **“Pipes”** means all pipes, sewers, drains, mains, conduits, ducts, gutters, water courses, wires, cables, channels, flues, and all other conducting media and including any fixings, louvres, cowl, and any ancillary apparatus.
- 2.1.19. **“the Premises”** means the Land and all improvements on the Land including the Building.
- 2.1.20. **“Redecorate”** includes:
- (a) washing down the whole of the exterior of the Building and the interior of the Building including all partitions and additions made to the Building;
 - (b) treating as previously treated all internal and external surfaces of the Building by painting, staining, polishing, or otherwise to a specification approved by the Lessor;
 - (c) replacing all carpet and/or floor tiles which in the opinion of the Lessor are worn or damaged and in need of replacement;
 - (d) repairing any flooring which in the opinion of the Lessor is worn or damaged and in need of replacement;
 - (e) replacing any ceiling tiles which in the opinion of the Lessor are worn or damaged and in need of replacement;
 - (f) repainting all fences, pillars, posts and walls outside the Building in colours approved by the Lessor; and
 - (g) repainting and re-stripping any vehicle movement and parking areas on the Land.
- 2.1.21. **“the Reference Data”** means the data set out in **Part 1** of this **Schedule**.
- 2.1.22. **“Rent”** has the meaning given to that expression in **cl.3**.
- 2.1.23. **“the Stipulated Rate”** means (18%) eighteen percent per annum.
- 2.1.24. **“the Lessee”** means the Lessee referred to in Item 3 of the Form 7 and if this Lease is taken by one person, the Lessee includes that person his executors, administrators, and permitted assigns. If this Lease is taken by more persons than one, the Lessee includes those persons and each of their respective executors, administrators, and permitted assigns jointly and severally. If a corporation is a Lessee, the Lessee includes that corporation, its successors, and permitted assigns.
- 2.1.25. **“writing”** includes printing, typing lithography, and other modes of reproducing words in a visible form and **“written”** has a corresponding meaning.

2.2. Interpretation

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- 2.2.1. Every covenant agreement or obligation expressed or implied in this Lease by which two or more persons covenant, agree, or are bound, binds those persons jointly and each of them severally. Every provision expressed or implied in this Lease which applies to two or more persons applies to those persons jointly and each of them severally.
- 2.2.2. References to the Valuers' Institute and any other authorities, associations, and bodies whether statutory or otherwise will, if any of those authorities or associations, or bodies ceased to exist, or is reconstituted, renamed, or replaced or if its powers or functions are transferred to any other authority, association or body be deemed to refer to the authority, association or body established or constituted in its place and/or as nearly as may be succeeding to its powers or functions.
- 2.2.3. References to any right of the Lessor to have access to the Premises extended to all persons authorised by the Lessor including agents, professional advisers, contractors, workmen and others.
- 2.2.4. References to the Premises, in the absence of any provision to the contrary, include any part of the Premises.
- 2.2.5. Any covenant by the Lessee not to do any act or things is deemed to include an obligation not to permit that act or thing to be done, and to use its best endeavours to prevent that act or things being done by a third party.
- 2.2.6. Any provision in this Lease requiring the consent or approval of the Lessor also requires the consent or approval of any mortgagee of the Premises and any superior Lessor where that consent is required. This Lease does not restrict the right of any mortgagee or superior Lessor to refuse any consent or approval.
- 2.2.7. References to the "Consent of the Lessor" or words to similar effect mean a consent in writing signed by or on behalf of the Lessor and references to "Approved" or "Authorised" or words to similar effect mean approved or authorised in writing by or on behalf of the Lessor.
- 2.2.8. The terms "the Parties" or "Party" mean the Lessor and/or the Lessee but except where there is an express indication to the contrary, exclude the Guarantor.
- 2.2.9. Words in the singular include the plural and vice versa. A reference to any gender includes every other gender. Words denoting individuals include corporations.
- 2.2.10. A reference in this Lease to an Act of Parliament or any section of an Act are to be read as though the words "or any statutory modification or re-enactment of it or any statutory provision substituted for it" were added to the reference. Any general reference to "Statute" or "Statutes" includes any regulations or orders made under the Statute or Statutes.
- 2.2.11. Every obligation or covenant (whether positive or negative) undertaken by any Party (including the Guarantor) will, despite the wording, be deemed to be and will be construed as if each obligation or covenant is a separate and independent covenant made by the Party undertaking the obligation and continuing (unless the context otherwise requires) throughout the term of this Lease and subsequently so long as it remains to be performed.
- 2.2.12. References in this Lease to any clause, subclause, paragraph or Schedule without further designation will be construed as a reference to the clause, subclause, paragraph or Schedule of this Lease so numbered.
- 2.2.13. The headings or marginal notes in this Lease are included for convenience only and do not affect the construction of this Lease.

3. RENT

Title Reference [16044100]

3.1. Payment of Rent

The Lessee will duly and punctually pay to the Lessor (including by way of periodic bank transfer if the Lessor so requires) in each Lease Year the Rent without any formal or other demand by equal monthly instalments in advance on the first day of each month.

In the case of any broken period of less than one month by an instalment on the first day of the broken period of an amount ascertained by multiplying the number of days in that broken period by the Rent for the Lease Year of which it forms part and dividing the result by 365.

3.2. Rental Reviews

3.2.1. Rent and Annual Reviews

The expression 'Rent' means an annual sum calculated as follows:

- (a) for the first (1st) Lease Year, the sum specified in Item 4(b)(i) of the Reference Data;
- (b) for each subsequent year of the term, on the Review Dates in the Reference Schedule:
 - i. an amount obtained by multiplying the Base Rent paid immediately before the CPI Review Date by a fraction obtained by dividing the Index number for the quarter last published immediately before the CPI review Date by the Index Number for the quarter last published immediately before that date which is one (1) year before the CPI review Date.
 - ii. In this clause "CPI Review Date" means each anniversary of the Commencement Date other than a Market Review Date.
 - iii. In this Clause "Index Number" means the Consumer Price Index (All Groups) for the City of Brisbane as published from time to time by the Australian Bureau of Statistics. All indices shall (if necessary) be adjusted to relate to the same base. If the Australian Statistician has not published and will not advise an appropriate Index the expression will mean the Index as agreed upon in writing by the Lessee and Lessor but if the Lessee and the Lessor fail to agree within a period of fourteen (14) days the Index will mean the Index determined at the request of either the Lessor or Lessee by a Valuer Nominated from time to time by the President or Acting President for the time being of the Queensland Division of the Australian Institute of Valuers and Land Economists.

3.2.2. Reviews to Market

The Rent will be further reviewed so that the Rent for the Lease Years commencing on the Market Review Dates will be the market rent for that Lease Year calculated in accordance with clause 3.3.

3.3. Market Rent Reviews

- 3.3.1. The Lessor may at any time prior to the date which is twelve (12) months after each date stated in Item 5 of the Reference Data ("the Market Review Date") give written notice to the Lessee of the amount of rent the Lessor believes is the market rent for the Premises as at that Market Review Date.
- 3.3.2. If the Lessor does not give written notice in accordance with clause 3.3.1 in respect of a Market Review Date the rent payable for the Lease Year commencing from that Market Review Date will be the same rent as was payable in the preceding Lease Year, multiplied by one hundred and five percent (105%).

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- 3.3.3. If the Lessee disagrees with the Lessor's notice of proposed rent given under clause 3.3.1, then the following procedure applies:
- (a) Within 14 days after receipt of the Lessor's Notice, the Lessee may give a Lessee's Notice.
 - (b) If the Lessee does not give a Lessee's Notice within the time specified in clause 3.3.3 (a), then the Market Rent will be the amount of Rent nominated in the Lessor's Notice.
 - (c) If the Lessee gives a Lessee's Notice within the time specified in clause 3.3.3 (a) then the following provisions apply:
 - i. The Lessor and the Lessee must negotiate in good faith to agree on the Rent to apply from the Market Review Date.
 - ii. If the Lessor and the Lessee have not agreed on the Rent within one month of the date of the Lessor's Notice, either party may request the President of the Australian Property Institute (Queensland Division) to appoint an appropriately qualified valuer to determine the Current Market Rent.
 - (d) To be appropriately qualified, a valuer must:
 - i. have been a full member of the Australian Property Institute (Queensland Division) for the five years immediately preceding their appointment;
 - ii. be practising at the time of their appointment; and
 - iii. have recent experience in determining market rentals for property similar to the Premises.
 - (e) The valuer must calculate the Current Market Rent on the basis of:
 - i. the Premises are fitted out and equipped for immediate occupation and use;
 - ii. the Lessee or any predecessor in title has not carried out work on the Premises that has diminished their rental value;
 - iii. the Lessee has fully performed its obligations under this Lease; and
 - iv. the Premises are available to let;
 - a. by a willing Lessor to a willing Lessee;
 - b. as a whole;
 - c. with vacant possession;
 - d. subject to the provisions of this Lease (except the amount of rent but including the provisions for rent review);
 - v. the length of time left under Lease or option period, as applicable;
 - vi. the rental value at the Market Review Date of comparable premises;
 - vii. that the Premises can be used for any use permitted by the local authority;
 - viii. any goodwill attached to the Premises because the Lessee or any predecessor in title has carried on business at the Premises is disregarded;

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- ix. any voluntary improvement to the Premises that the Lessee or an predecessor in title has carried out with the Lessor's consent is disregarded; and
- x. any benefit, concession or incentive given to the Lessee or a tenant of any comparable premises in order to secure their entry into this Lease or a Lease of comparable premises is disregarded.

(f) The Lessor and the Lessee must each pay one half of the valuer's fees.

3.4. Obligation to Pay Pending Determination

Pending determination of the Rent for any Lease Year, rent will be paid at the rate payable during the Lease Year last concluded and will be adjusted retrospectively to the beginning of the Lease Year under review.

3.5. Net Lease

This Lease is a net lease and the Lessee's obligation to pay all Rent and the rights of the Lessor to the Rent are absolute and unconditional and are not subject to any abatement, reduction, set-off, defence, counterclaim, or recoupment. Except as may otherwise be expressly provided in this lease and despite any law to the contrary, this Lease will not terminate and the respective obligations of the Lessor or the Lessee will not otherwise be affected, by reason of

- 3.5.1. the invalidity or unenforceability or lack of due authorisation or other defect of this Lease;
- 3.5.2. the lack or any right, power, or authority of the Lessee to enter into this Lease or any prohibition or interruption of or other restriction against the Lessee's use, operation, or possession of the Premises for any reason;
- 3.5.3. the interference with the use, operation, or possession by any person or entity;
- 3.5.4. any other indebtedness or liability whenever arising of the Lessor or the Lessee to any other person, firm or corporation or to any governmental authority;
- 3.5.5. any insolvency, bankruptcy, or similar proceedings by or against the Lessor or the Lessee; or
- 3.5.6. any other cause.

The Rent will continue to be payable in all events and in the manner and at the times provided in this Lease unless the obligation to pay it is terminated under the express provisions of this Lease.

4. OUTGOINGS

4.1. Outgoings

The Lessee will pay such amount as certified by the Lessor as representing all Outgoings after the Commencement Date and shall be payable immediately upon request of the Lessor. Any Outgoings assessed at intervals or for periods that do not fall wholly within the terms of this Lease will be apportioned as necessary.

4.2. Light and Power

The Lessee will not use any form of light, power or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

4.3. Electricity, Gas and Water

Title Reference [16044100]

The Lessee will pay all assessments for electricity, gas and water relating to the Premises by their due dates for payment.

4.4. Special Services

The Lessee will pay to the Lessor upon demand the amount of any additional or unusual costs, charges, and expenses incurred by the Lessor at the request of the Lessee in having any alterations, repairs, or maintenance to the Premises or to the appurtenances in the Premises effected outside the normal working hours of the tradesmen concerned or in providing any special, additional, or unusual services for the Lessee.

4.5. Cleansing Dues

If the relevant Local or other Authority provides any cleansing or refuse service for the Premises (whether at the request of the Lessee or by direction of any officer of that Authority) the Lessee will pay the cost of the services to the relevant assessing Authority on or before the due date if assessed directly against the Lessee but otherwise to the Lessor within seven (7) days of being billed by the Lessor.

5. USE

5.1. Use of the Premises

The Lessee will not use or permit the Premises to be used of any purpose other than the purpose specified in Item 6 of the Reference Data. The Lessee acknowledges that:

- 5.1.1. it is the responsibility of the Lessee to obtain the consent of any planning or other authority which may be required for the Lessee to carry on its business on the Premises and the failure of the Lessee to obtain that consent does not relieve the Lessee of its obligation to pay Rent and otherwise to perform its obligations under this Lease;
- 5.1.2. no promise, representation, warranty, or undertaking has been given by or on behalf of the Lessor in respect to the suitability or adequacy of the Premises for any use or business or to the fixtures, fittings, furnishings, finish, plant machinery and equipment of or in the Premises; and
- 5.1.3. any warranties as to the suitability, fitness, and adequacy of the Premises implied by law are negated.

5.2. Compliance with Statutes, Regulations, etc.

- 5.2.1. The Lessee will duly and punctually comply with and observe all Statutes and all orders, ordinances, regulations and by-laws relating to the Premises or to the Lessee's use or occupation of the Premises and all requirements and order lawfully given or made by any public body or authority relating to the Premises within the time required by the notice or order.
- 5.2.2. The Lessee will not do or omit to do any act or things whereby the Lessor may become liable to pay any penalty imposed or to bear the whole or any part of any expense incurred under any statute, ordinance, regulation, by-law, order requirement, or notice.
- 5.2.3. The Lessee is not required by this clause to make any structural improvements or structural alterations unless they are required for or made necessary by reason of any neglect or default by the Lessee or any person claiming under the Lessee or by reason of the permitted use carried on in the Premises or the number or sex of the employees or persons at the Premises.

5.3. Annoying or Injurious Conduct

The Lessee will not:

Title Reference [16044100]

- 5.3.1. carry on in any part of the Premises any annoying, noxious, offensive, or illegal business, occupation, or practice; and
- 5.3.2. do any act or things or use any plant or machinery which through noise, odours, vibrations, or otherwise may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the Lessor or of the occupiers of neighbouring Premises.

5.4. Use of Appurtenances

The Lessee will not use the water closets, drains and other water apparatus and other appurtenances in the Premises and the Building for any purposes other than those for which they were constructed.

5.5. Drains and Waste

All blockages which may occur in any Pipes originating within the Premises will be cleared by licensed tradesmen employed by the Lessee.

5.6. Interference with Services

Except as otherwise provided in this Lease the Lessee will not interfere with any appurtenances, Pipes, water supply, gas, electrical, plumbing, or other services contained in or about the Premises or the Air Conditioning Equipment or the Fire Equipment without first obtaining the consent in writing of the Lessor.

5.7. Erection of Signs

The Lessee may display any permanent signs on the exterior of the Premises provided these signs are of a standard and quality in keeping with the building, have been approved by the Landlord whose consent will not be unreasonably withheld and have been approved by all relevant authorities.

5.8. Prohibition on Erection of Blinds and Shop Fittings

The Lessee will not erect or affix any blinds or awnings to the outside of the Premises, display windows, or doors or affix any fittings to the exterior walls or ceilings of the Building without the written consent of the Lessor which may be granted or refused or granted subject to conditions in the absolute discretion of the Lessor.

5.9. Prohibition on Marketing or Damaging Walls

The Lessee will not cut, make holes in, mark, deface, drill or damage any of the walls, ceilings, or other parts of the Premises except so far as may reasonably be necessary for the erection of approved signs, blinds, or awnings. On the removal of signs, blinds, or awnings, the Lessee will reinstate repair, and make good any damage or unsightliness caused in or about the erection or removal of them even if the Lessor has consented to them.

5.10. Rodents and Vermin

The Lessee will at its own cost and expense keep the Premises free and clear of rodents, termites, cockroaches, and other vermin.

5.11. Overloading of Floors

The Lessee will observe the maximum floor loading weights nominated by the Lessor and will not permit the floors of the Building to be broken, strained, or damaged by overloading them. In particular, the Lessee will not install any safes or other heaving equipment except in positions and subject to conditions approved in writing by the Lessor.

5.12. Infectious Diseases

Title Reference [16044100]

If any infectious disease happens upon the Premises which may require notification by virtue of any statute, regulation or ordinance, the Lessee will comply with all statutory and regulatory requirements and promptly notify the Lessor.

5.13. Inflammable Substances

The Lessee must not store or use chemicals, flammable liquids, acetylene gas, alcohol or volatile or explosive substances on the Premises or in the Building unless they are kept in appropriate safe and approved containers and are necessary for the ordinary course of the Lessee's business.

5.14. Not to Make Voidable Insurance Policies

The Lessee will not do or permit anything to be done on the Premises or bring or keep anything in the Premises that may in any way make void or voidable any policy or policies of insurance applicable to the Premises or conflict with any laws or regulations or with any insurance policy applicable to the Premises or whereby the amount of premium payable in respect of any insurance policy may be liable to be increased. Without prejudice to the rights of the Lessor to determine this Lease, the Lessee will pay to the Lessor on demand any increase of premium which may be occasioned by a breach of this clause.

5.15. To Observe Fire Laws

The Lessee must in its use of the Premises:

- (a) comply with insurance, sprinkler, smoke and fire alarm laws and regulations and the requirements of the Insurance Council of Australia and the Metropolitan Fire Brigades for the time being in force;
- (b) maintain suitable fire response equipment in the Premises; and
- (c) pay to the Lessor the cost of alteration to the sprinklers, fire or smoke alarm installation that is necessary because the Lessee has not complied with clause 5.15(a)

5.16. Fire Drills and Evacuation Procedures

The Lessor may require the Lessee to perform from time to time fire drills and to observe all necessary and proper emergency evacuation procedures and the Lessee and all persons under its control will co-operate with the Lessor in performing those drills and procedures.

5.17. Auction Sales

The Lessee will not in any circumstances hold or permit to be held any auction sale in or about the Premises.

5.18. Security

The Lessee will cause all exterior doors and windows in the Building to be locked security at all times when the Premises are not being used. The Lessor's representatives are authorised from time to time to enter the Premises for the purpose of locking any doors or windows left unlocked or unfastened or checking the general security of the Building and the Premises.

5.19. Overloading of Electricity

The Lessee will not without the written consent of the Lessor install any electrical equipment on the Premises that overloads the cables, switchboards, or sub-boards through which electricity is conveyed to the Premises. If the Lessor grants that consent any alterations which may be necessary to comply with the requirements of the insurance underwriters of the Building or any Statutes, regulations, ordinances, or by-laws will be effected by the Lessor at the expense of the Lessee and the entire cost of the alterations will be paid by the Lessee to the Lessor upon demand. The Lessor may require the Lessee to deposit with the Lessor the estimated cost of the alterations before they are commenced.

Title Reference [16044100]

5.20. Use of External Areas

The Lessee must not use areas external to the Building for parking or storages or motor vehicles, caravans, boats, demountable Buildings, or containers of any kind other than in the course of day to day use of the Premises authorised by this Lease.

6. MAINTENANCE AND REPAIR

6.1. Notice of Damage

The Lessee will advise the Lessor promptly in writing of any damage sustained to the Premises or the defective operation of any of the appurtenances or Pipes in the Premises.

6.2. Maintenance of Premises

The Lessee will repair the Premises together with all fixtures and fittings situated on the Premises as inspected at the time of commencement and keep them in good condition and repair except damaged caused by:

6.2.1. fair wear and tear; or

6.2.2. an Insured Risk other than where the insurance money is irrecoverable because of any act or default of the Lessee or anyone at the Premises expressly or by implication with the Lessee's consent.

Where the policy of insurance for the Insured Risks requires payment of excess or deductible by the Lessor, the Lessee will pay the excess or deductible (or where the damage is to the Premises and other parts of the Building a fair proportion of the excess or deductible) to the Lessor on demand.

6.3. Air Conditioning

(a) The Lessee shall pay all costs and expenses of an incidental to the operation, maintenance and repair of all air conditioning plant, services, and equipment, which exclusively serves or operates in the Premises or is otherwise installed in or operated in the any part of the Building for the benefit of the Lessee or the Building provided that despite anything to the contrary contained in this Lease, the Lessor shall not be obliged to supply air conditioning to the Premises and further the Lessor should not be liable to the Lessee in any manor whatsoever by reason of any temporary breakdown or cessation of air conditioning services (if any) and no rebate of rent should be allowed.

(b) The Lessee shall pay all charges in respect of after-hours air conditioning and ventilating plant and equipment provided to the Premises.

(c) The Lessee must take out and maintain in its own expense a maintenance and service contract satisfactory to the Lessor in respect to the Air Conditioning Equipment.

6.4. Inspection by Lessor

The Lessee will permit the Lessor at all reasonable times to enter upon and view the condition of the Premises and immediately upon notice being given to the Lessee by the Lessor will execute all repairs and work agreed to be done by the Lessee. The Lessee will also permit the Lessor at all reasonable times and enter upon the Premises for the purpose of effecting any alterations, remodelling, or repairs which the Lessor may wish to carry out.

6.5. Lessor's Right to Repair

If the Lessee at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to the repair of the Premises, the Lessor may (but without prejudice to the Lessor's right of re-entry) enter upon the Premises and repair them at the expense of the Lessee.

Title Reference [16044100]

6.6. Lessee to Redecorate

The Lessee will, at least once during the term (including option periods) and in any case during the last three (3) months of the term (including option periods), Redecorate the Premises to the satisfaction of the Lessor if the Lessee fails to Redecorate the Premises, the Lessor may Redecorate them at the Lessee's expense.

6.7. Glass

The Lessee will replace all glass in the Premises that is broken during the term of the Lease.

6.8. Cleaning

The Lessee will:

- 6.8.1. keep the Premises (including the whole of the interior of the Building and the internal and external surfaces of the windows and glass) in a thorough state of cleanliness.
- 6.8.2. not allow any accumulation of useless property or rubbish; and
- 6.8.3. at its own expense employ staff for the regular cleaning of the interior of the Building and the exterior surfaces.

6.9. External Areas

The Lessee will maintain all areas outside the Building in good order and condition. The Lessee will:

- 6.9.1. weed all gardens and landscaped areas;
- 6.9.2. mow all lawns and keep them neat and tidy; and
- 6.9.3. generally maintain the grounds neat and free rubbish.

7. ALTERATIONS

7.1. No Alterations Without Consent

The Lessee will not make any structural or other alterations or additions to the Premises or appurtenances in the Premises or Air Conditioning Equipment or the Fire Equipment without first submitting full detailed drawings and other specifications of the proposed works and particulars of the materials proposed to be used and obtaining the Lessor's consent in writing. The Lessor's consent may be granted upon whatever terms and conditions the Lessor in its absolute discretion thinks fit. If the Lessor grants its consent it will be a condition of that consent that the works are carried out under the supervision of the Lessor's architect. The Lessee will pay to the Lessor immediately on demand all costs and expenses incurred by the Lessor including architect's and other consultants fees payable by the Lessor whether consent is granted or not.

7.2. Alternations Required for Lessee's Business

Title Reference [16044100]

Any alterations which may be required to the Premises or to the Air Conditioning Equipment, the Fire Equipment, or the water, gas, electrical, plumbing, or other services to make or keep the Premises suitable for use by the Lessee in its business or required by reason of the number or sex of the persons employed in the Premises will be effected by and at the expense of the Lessee. The Lessee must first submit full detailed drawings and other specifications of the proposed work and class of materials proposed to be used and obtain the Lessor's consent in writing (which consent will not be unreasonably refused having only to the interests of the Lessor if the alterations are required by law) The Lessee indemnifies the Lessor against all injury or damage to the Premises caused in or about the erection or construction of the alternations or additions or in the removal of the alterations and additions even though the Lessor may have consented to them.

7.3. Internal Partitions

The Lessee will not install any internal partitions in the Building or make any alterations or modifications to any internal partitions without written consent of the Lessor. The Lessor's consent will not be unreasonably withheld if the following conditions are complied with:

- 7.3.1. the Lessee is to submit to the Lessor full detailed drawings and specifications of the proposed works;
- 7.3.2. the drawings and specifications are to meet with the approval of the Lessor's architect;
- 7.3.3. the materials to be used in carrying out the works are to be of a standard as to type, quality, colour, and size as the Lessor determines;
- 7.3.4. the works are to be carried out by a builder approved by the Lessor;
- 7.3.5. the works are to be carried out under the supervision of the Lessor's architect, and
- 7.3.6. the Lessee is to pay to the Lessor immediately upon demand all reasonable costs and expenses incurred by the Lessor including architect's and other consultants' fees payable by the Lessor whether any Approval is granted or not.

Any partitions erected by the Lessee remain the property of the Lessee who is responsible for their maintenance and insurance.

7.4. Costs of Internal Works

Any works approved under clause 7.3 will be effected by and at the expense of the Lessee including the costs of all additional lights and power outlets, switches, telephone outlets or any other services which may be required by reason of the position of partitions, the works or alterations carried out. The Lessee indemnifies the Lessor against all injury or damage to the Premises caused in or about the execution of those works.

7.5. Lessee's Fixtures

If the Lessee has paid all Rent and observed and performed all the covenants, agreements, and provisions contained in this Lease for which the Lessee is responsible, any fixtures and things which with the consent of the Lessor has been installed by the Lessee on the Premises may at the expiration of the terms of this Lease be taken down and removed from the Premises for the Lessee's own benefit but always only upon the condition that the removal can be carried out without danger to the stability of the structure of the Premises. The Lessee will make good to the satisfaction of the Lessor or the architect of the Lessor any damage done or unsightliness occasioned to the Premises by or as a result of the installation or removal of any of these fixtures and things. Any fixtures and things not removed by the Lessee and all other goods of the Lessee left on the Premises will be deemed abandoned by the Lessee and become the property of the Lessor. The Lessor may in its discretion sell or otherwise dispose of abandoned fixtures, things, and goods in any manner the Lessor thinks fits.

Title Reference [16044100]

7.6. Alterations or Additions to Premises by Lessor

If after the commencement of this Lease the Lessor carried out or effect any alterations or additions to the Premises at the request of the Lessee or by reason or as a result of any requisition, direction, or order of any licensing inspector, health inspector, municipal, or other authority having jurisdiction over the Premises or the owner or occupier of the Premises (and whether the requisition order or direction was received before or after the commencement of this Lease) then the Lessee will as from the date of completion of those alterations or additions pay to the Lessor as further rental an amount per annum equal to twenty per centum (20%) of the cost (including architects' fees) as verified by the Lessor's architects of carrying out those alterations or additions to the Premises. The further rental is to be paid monthly in advance on the same days as the Rent.

8. INDEMNITY, RISK, INSURANCE, LIABILITY

8.1. Indemnities

The Lessee indemnifies the Lessor against all actions, claims, demands, losses, damages, costs, and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the terms of this Lease in respect of or arising from:

- 8.1.1. Loss, damage, or injury from any cause to property or person inside or outside the Building or Premises occasioned or contributed to by the neglect or details of the Lessee or any servant, agent, licensee, invitee, sub-Lessee, or other person claiming through or under the Lessee to observe or perform any of the covenants, conditions, regulations and restrictions on the part of the Lessee in this Lease whether positive or negative, expressed or implied:

8.2 Internal Partitions

The Lessee must not install any internal partitions in the Premises or make any alterations or modifications to any internal partitions without the consent of the Lessor. Consent must not be unreasonably withheld if the following conditions are complied with:

- (1) The Lessee submits to the Lessor full detailed drawings and specifications of the proposed works which meet with the approval of the Lessor's architect;
- (2) The materials to be used in carrying out the works are of a standard as to type, quality, colour and size as the Lessor determines.
- (3) The works are to be carried out by a builder approved by the Lessor; and
- (4) The Lessee indemnifies the Lessor against all injury to the Building or to persons arising from the works.

Any partitions erected by the Lessee remain the property of the Lessee who is responsible for their maintenance and insurance. The Lessor may require the Lessee to remove the partitions at the end of the Term.

9. INDEMNITY, RISK INSURANCE, LIABILITY

9.1 Indemnities

The Lessee indemnifies the Lessor against all legal proceedings, costs and expenses for which the Lessor may become legally responsible arising from:

- (1) Loss, damage or injury from any cause to property or person inside or outside the Building caused or contributed to by the neglect or default of the Lessee;
- (2) The negligent use by the Lessee of any services to the Building or Premises;

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- (3) The overflow, leakage or escape of water, fire, gas, electricity or any other harmful agent in or from the Premises caused or contributed to by any act or omission by the Lessee;
- (4) The Lessee's failure to notify the Lessor of any defect in any services in the Premises of which the Lessee is aware;
- (5) Loss, damage or injury from any cause to property or person caused or contributed to by the neglect or default of the Lessee in its use of the Premises;
- (6) The improper or faulty construction of facilities, trade fixtures or equipment installed in the Premises by the Lessee;
- (7) Any personal injury sustained by any person in or about the Premises during the term of the Lease. Any injury caused or contributed to by the wilful or negligent conduct of the Lessor its employees or agents is excluded.

9.2 Extensions of Indemnities

The Indemnities in clause 9.1 extend to acts and omissions of the Lessee and any employee, agent, licensee, invitee, sub-Lessee or other person claiming through or under the Lessee.

9.3 Insurances

- (1) The Lessee will during the term of this Lease at its expense take out in the names of the Lessee the Lessor and all mortgagees of the Premises the following insurances:

- (a) Property

Insurance upon all property situated in the Building or on the Premises owned by the Lessee or for which the Lessee or for which the Lessee is legally liable and on all fixtures and improvements installed in the Building by the Lessee, the policies to be for an amount not less than 90% of the full replacement cost with coverage against at least fire with standard extended coverage.

- (b) Business Interruption Insurance

Business Interruption insurance in an amount sufficient to reimburse the Lessee for direct or indirect loss of earnings attributable to perils commonly insured against by prudent Lessees or attributable to prevention of access to the Premises.

- (c) Public Risk

Public Risk Liability insurance applying to all operations of the Lessee and which will include bodily injury liability and property damage liability, personal injury liability, products liability, contractual liability, contingent liability and Lessee's legal liability with respect to the occupancy by the Lessee of the Premises. The policy will be written on a comprehensive basis with limits of not less than \$20 million per occurrence or such higher limits as the Lessor or its mortgagee reasonably requires from time to time.

- (d) Plate Glass

Insurance of all plate glass in the Premises or forming part of the boundary walls of the Premises for reinstatement following breakage or damage from any cause.

- (e) General

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Any other forms of insurance as the Lessor or the Lessor's mortgagee reasonably requires from time to time in amounts and for perils against which a prudent Lessee would protect itself in similar circumstances.

- (2) All insurance policies required by this clause will be taken out with insurers acceptable to the Lessor and on policies and in forms satisfactory from time to time to the Lessor. Certificates of insurance, or if required by the Lessor or its mortgagee certified copies of each insurance policy, will be delivered to the Lessor as soon as practicable after they are taken out.
- (3) If the Lessee fails to take out or to keep in force any insurance required by this clause the Lessor may take out the insurance at the cost of the Lessee.

9.4 Lessee Accepts Risk

The Lessee uses the Premises at the risk of the Lessee. The Lessor is not legally responsible for any damage to the Lessee's property on the Premises unless damage is caused by an act or omission of the Lessor.

9.5 Interruption of Services

The Lessor is not legally responsible to the Lessee for any loss or damage caused by the malfunction or interruption of the following services in the Building or on the Premises, except in respect of a failure to maintain and repair any services where the Lessor has had notice of a defect under Clause 6.1 hereof:

Water, gas or electricity; or

Air Conditioning Equipment; or

Sewers, wastes drains, gutters, downpipes or stormwater drains.

9.6 Lessor's Insurance

The Lessor will use its best endeavours to maintain its obligation to insure the Building against:

- (1) fire;
- (2) lightning;
- (3) impact by aircraft;
- (4) earthquake;
- (5) explosion;
- (6) impact by vehicles and animals;
- (7) malicious damage other than by persons in or about the Building with the actual or implied consent of the Lessee any sub-Lessee or licensee;
- (8) rainwater;
- (9) storm and/or tempest;

in broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance is taken out. The obligation to insure against any risk is conditional upon insurance for that risk being available from reputable insurers at reasonable rates.

9A. GUARANTEE AND INDEMNITY

Title Reference [16044100]

9A.1 If a Guarantee and Indemnity is required to be provided by the Lessee, the Lessor will not be bound by the terms of this Lease until the Guarantee and Indemnity has been properly executed by the Guarantor or Guarantors.

10. ASSIGNMENT

10.1 Covenant Against Assignment, Subletting and Franchising

The Lessee must first get the Lessor's written consent in order to:

- (1) mortgage or otherwise charge the Lessee's interest in this Lease; or
- (2) assign, underlet, grant any license over or part with the possession of the Premises; or
- (3) share with any person the occupancy of the Premises.

10.2 The Lessor acting reasonably must consent to the dealing mentioned in Clause 10.1 if:

a) The Lessee:

- i) gives the Lessor written notice of its intention detailing full particulars of the proposed Assignee, Sub Lessee, Licensee, Franchisee and Guarantors (if it is a private company) and pays the Lessor's reasonable fees (on a solicitor and own client basis) whether or not the dealing proceeds;

b) the proposed Assignee, Sub Lessee, Licensee and Franchisee:

- (1) satisfies the Lessor that it is a respectable and financially sound person, capable of performing the obligations of the Lessee; and
- (2) gives the covenants, indemnities and bank and personal guarantees that the Lessor reasonably requires.

c) The proposed Sub Lease requires the Sub Lessee to pay at least the same rent as the Lease requires.

10.3 Corporate Lessee

- (1) The Lessee must get the consent of the Lessor before there is any assignment or disposal of a substantial interest in the Lessee.
- (2) For the purposes of this clause a substantial interest in the Lessee is a shareholding of 30% or more of the issued share capital of the Lessee or a holding of shares in the Lessee which entitle the holder to 30% or more of the voting power of all shares represented at any meeting of members of the Lessee.
- (3) This clause does not apply to any Lessee whose shares are listed on any Stock Exchange.

10.4 Assignment by Lessor

If the Lessor sells an interest in the Land or in this Lease, then the Lessor is automatically free of legal responsibility under any clause in this Lease to the extent that the buyer is responsible for compliance with those clauses.

11. COSTS

11.1 Costs to be paid by Lessee

The Lessee must pay:

Title Reference [16044100]

- (1) the reasonable legal fees of the Lessor (on a solicitor and own client basis) in the preparation and registration of this Lease;
- (2) reasonable expenses incurred by the Lessor in getting the consent of the Lessor's mortgagee to this Lease; and
- (3) preparation of the lease plan; and
- (4) getting consent to this Lease from the Local Authority (if necessary).

The Lessee must also pay:

- (5) all stamp duty and registration fees payable for this Lease; and
- (6) all reasonable costs of an incidental to a request by the Lessee for the Lessor's consent under this Lease; and
- (7) all amounts the Lessor may reasonably be required to spend because the Lessee failed to observe a term in this Lease.

12. MORTGAGEE OF FREEHOLD

12.1 Mortgagee's Consent

In this clause Mortgagee includes all present or future mortgagees of the Premises.

In return for the Lessor granting this Lease to the Lessee, the Lessee agrees that the Mortgagee's consent to this Lease is subject to the following conditions:

- (1) The mortgage remains in full force, despite the Mortgagee's consent. If the terms of the Lease are carried out then the Mortgagee's power under the mortgage, if the Lessor defaults, is exercised subject to the remaining rights of the Lessee.
- (2) The Lessor must get a registered Mortgagee's consent whenever the Lessor's consent is required.
- (3) If the Mortgagee gives notice to the Lessee demanding receipt of rent and profits, then the Lessee's obligations and the Lessor's rights under this Lease are treated as obligations to, and rights of, the Mortgagee until the notice is withdrawn or the mortgage discharged.
- (4) The Mortgagee is not bound to perform and will not incur any legal responsibility for the Lessor's obligations in this Lease.

13. LESSOR'S ASSURANCES

13.1 Quiet Enjoyment

If the Lessee performs the obligations in this Lease the Lessee may quietly enjoy the Premises during the term of this Lease without interruption by the Lessor.

13.2 Lessor to Pay Rates

The Lessor will pay all rates and land tax payable in respect of the Premises except any rates and taxes that the Lessee has agreed to pay.

14. DEFAULT

Title Reference [16044100]

14.1 Default by Lessee

(1) Events of Default Right to Re-Enter if:

- (a) the Lessee, being a corporation, enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or has a receiver and/or manager appointed;
- (b) the Lessee, being an individual, commits an act of bankruptcy; or
- (c) the Lessee is in default under this Lease

THEN subject to the Lessor giving notice under s. 124 of the *Property Law Act 1974* the Lessor may re-enter the Premises and end this Lease. This will not affect the Lessor's legal right to pursue the Lessee for any previous breach of an obligation or agreement contained or implied in this Lease.

(2) Damages

If the Lessor ends this Lease under subclause 14.1(1) the Lessor may recover from the Lessee in addition to damages and amounts recoverable apart from this clause:

- (a) any Rent and Outgoings due at the date of termination;
- (b) the amount by which Rent and Outgoings under this Lease exceeds what is, or is likely to be, received from another Lessee for the period between the Lessor's early termination and the expiry date of this Lease;
- (c) any other amount necessary to make up for the Lessor terminating this Lease because the Lessee failed to perform an obligation including the following:
 - (i) costs of maintaining the Premises until the Premises are relet or until the end of the term of the Lease if the Lessor uses its best endeavours to relet the Premises but is unable to;
 - (ii) costs of recovering possession of the Premises;
 - (iii) expenses of reletting including necessary Redecoration or alteration of the Premises;
 - (iv) reasonable legal costs (on a solicitor and own client basis);
 - (v) reasonable real estate commissions, charges and fees.

For the purposes of paragraph 14.1(2)(b), the Lessee must show that the Premises are likely to be relet and the likely Rent. To the extent that the likely Rent and Outgoings cannot be proved exactly, assume they will increase yearly by an added 5% on each anniversary of the Date of Commencement.

(3) Lessor's Right when Lessee Abandons Premises

If the Lessee vacates or otherwise repudiates this Lease the Lessor may, without being treated as accepting the surrender of this Lease or terminating it:

- (a) show the Premises to prospective Lessees;

Title Reference [16044100]

- (b) renovate, restore, clean and secure the Premises.

The Lessee is treated as having vacated if it ceases to carry on its permitted use of the Premises for 7 days in a row without the Lessor's approval.

(4) Reservation of Rights

The rights and powers given to the Lessor by clause 14.1 are in addition to any other right or power that may be given to the Lessor at law or in equity.

14.2 Written Waiver

Any waiver of any breach or default under this Lease or any waiver of any term or condition of this Lease must be in writing and will be effective only to the extent set out in the written waiver. All remedies given to the Lessor under this Lease or at law are cumulative and not alternative.

14.3 Accord and Satisfaction

The Lessor may accept a cheque or payment and retain the right to recover the balance of the Rent or pursue any other remedy.

14.4 Performance of Lessee's Obligations by Lessor

If the Lessee fails to make any payments or carry out any terms in this Lease then the Lessor may do so. The Lessee must repay, with interest at the Stipulated Rate, any money the Lessor has spent on the Lessee's behalf as soon as the Lessor has spent on the Lessee's behalf as soon as the Lessor demands it.

14.5 Interest on Late Payments

The Lessee must pay to the Lessor interest on any Rent or other money which is overdue. Interest is calculated at the Stipulated Rate from the time the Rent or other money was due to the date of payment.

14.6 Breaches

If the Lessee breaches this Lease and the Lessor does not terminate the Lease the Lessee will pay damages for the breaches. The damages will be assessed under the normal principles of contract law.

15. DAMAGE OR DESTRUCTION

(1) Substantially Unfit or Substantially Inaccessible

In this clause 'Anyone Connected With The Lessee' means an employee, agent, licensee, invitee, customer, visitor of the Lessee or any sub-Lessee, licensee or other occupier claiming under the Lessee.

If the Premises or Building are damaged so that the Premises or Building are substantially unfit for occupation and use by the Lessee or (having regard to the nature and location of the Premises and the normal means of access) are substantially inaccessible, then:

Paragraphs (i), (ii) and (iii) below do not apply if the Lessee or Anyone Connected With the Lessee, caused the damage negligently or by a failure to act:

- (a) (i) Annual Rent and other amounts payable under this Lease (except Additional Rent) are reduced in proportion to the nature and extent of the damage until the Premises have been restored or made accessible.

Title Reference [16044100]

- (ii) Within 14 days of the damage occurring to the Premises the Lessee may give the Lessor a written "Damage Notice" saying the Premises are unfit or inaccessible. Within 30 days of getting the Damage Notice the Lessor may give the Lessee a "Restoration Notice" saying that the Premises will be made fit for occupation, use and access by the Lessee. If the Lessor does not give a Restoration Notice, the Lessee may terminate this Lease by written notice to the Lessor 90 days after the Lessor received the Damage Notice.
 - (iii) If the Lessee gets a Restoration Notice but the Lessor does not make genuine effort or progress in fixing the access or the Premises within a reasonable time, then the Lessee may give the Lessor a notice of intention to terminate this Lease. If, after getting the Lessee's notice, the Lessor does not act with reasonable speed and effort to fix the Premises or access the Lessee may terminate this Lease. To terminate, the Lessee must give the Lessor at least one (1) month's written notice and at the end of that period this Lease terminates.
- (b) If in the Lessor's opinion the damage to the Premises or Building makes it impractical or undesirable to restore the Premises or if the damage occurs less than two (2) years before the expiration of the term of this Lease, the Lessor may terminate this Lease by giving one (1) Month's notice in writing to the Lessee;

Any termination under this clause does not affect the rights of either Party regarding a previous breach of a term in this Lease.

(2) Wholly Unfit or Totally Inaccessible

If the Building or the Premises are taken for any public purpose or are so damaged that the Premises are wholly unfit for occupation and use by the Lessee or are totally inaccessible:

- (a) the Lessor may, despite anything contained or implied in this Lease, terminate this Lease by giving one (1) Month's notice in writing to the Lessee and at the end of that notice this Lease terminates and the Lessor is not legally responsible for the termination;
- (b) except where the Lessee or Anyone Connected With The Lessee caused the damage negligently or by a failure to act, the Lessee may terminate this Lease by giving 1 Month's notice in writing to the Lessor and at the end of that notice this Lease terminates;
- (c) any termination under clause 15.1(2)(a) or (b) does not affect the rights of either Party regarding a previous breach of a term in this Lease.

(3) Resolution of Disputes

Any dispute arising under clause 15.1(1) or 15.1(2) will be decided by a member of the Australian Property Institute (Queensland Division) or its successor appointed by the President for the time being of that Institute on the application of the Lessor or the Lessee. The appointed person will, in making their decision, act as an expert and not as an arbitrator and their decision will be final and binding on both Parties. The cost of the decision will be paid by either or both Parties as the member appointed decides.

16. GENERAL

16.1 Entire Agreement

Title Reference [16044100]

The terms and conditions set out in this Lease contain the entire agreement between the Parties. The Lessee acknowledges that it has not been induced to enter into this Lease by any representation, verbal or otherwise, made by or on behalf of the Lessor that is not set out in this Lease.

16.2 Inspection by Purchaser or Lessee

The Lessee must:

- (1) allow the Lessor to exhibit on the Premises notices advertising the Premises or any part of it for sale; and
- (2) at all reasonable times upon prior reasonable notice permit the Lessor to show the Premises to prospective purchasers; and
- (3) within the six (6) Month period immediately before the end of the term granted by this Lease, permit the Lessor to show the Premises to prospective Lessees at all reasonable times and on prior reasonable notice and allow the Lessor to affix and exhibit on the Premises where the Lessor thinks fit the usual 'For Sale' and/or 'To Let' notices. In each case the notices may display the name and address of the Lessor and its agents.

The Lessee must not remove any notice without the prior written consent of the Lessor.

16.3 Modification of Implied Covenants

The obligations and powers implied in leases by ss. 105 and 107 of the *Property Law Act 1974* are not negated. All other obligations on the part of the Lessee implied by the *Property Law Act 1974* are negated but are modified to the extent that they are inconsistent with the provisions of this Lease.

16.4 Notices

- (1) Unless otherwise stated any notice given by the Lessor is treated as duly given and served on the Lessee if signed by the Lessor or the solicitors for the Lessor or if the Lessor is a corporation then by any officer of the Lessor and delivered to the Lessee:
 - (a) personally; or
 - (b) if the Lessee is a corporation then to any person at its registered office or principal place of business in this State; or
 - (c) if left at the Premises; or
 - (d) if sent to the Lessee through the post in an express post envelope addressed to the Premises in which case service is considered to have been made on the third business day following posting; or
 - (e) if sent by email, when confirmation the email has been sent is received by the Sender.
- (2) Any notice by the Lessee to the Lessor must be signed by the Lessee and must be given or served in the manner set out in s.257 of the *Property Law Act 1974*.
- (3) If the Lessee consists of more than one person, notices are treated as served on all of them if given to any one or more of them.

16.5 Holding Over

Title Reference [16044100]

If the Lessee with the consent of the Lessor remains in occupation of the Premises after this Lease had ended then:

- (1) the Lessee will be Lessee from month to month from the Lessor of the Premises on the terms of this Lease so far as they apply to a monthly tenancy;
- (2) the month tenancy may be ended by either party in the manner set out in Div. 4 of Part VIII of the *Property Law Act 1974*; and
- (3) the rent payable for the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately before the end of the term and will be payable in advance.

16.6 GST

The Lessee will pay to the Lessor an amount equal to the goods and services tax or other consumption tax payable by the Lessor for all taxable supplies supplied by the Lessor to the Lessee in connection with this Lease. The Lessee will pay the tax when the Lessor provides an invoice for the payment.

The Lessor may include in the amount of the Outgoings to which the Lessee contributes, all goods and services tax or other consumption tax payable by the Lessor in respect of the Outgoings except for any part of the tax that the Lessor may claim as an input tax credit.

17. TRUSTS

17.1 Trusts

If the Lessee at any time is acting in the capacity of trustee of any trust ('Trust'):

- (1) this Lease extends to all rights of indemnity which the Lessee has against the Trust;
- (2) the Lessee warrants that it has power and authority to enter into this Lease and the Lessee must not release any right of indemnity or commit any breach of trust or be a party to any other action which might prejudice a right of indemnity;
- (3) the Lessee must not without the written consent of the Lessor allow any of the following events to happen:
 - (a) the replacement of the Lessee as sole trustee of the Trust;
 - (b) any variation of the terms of the Trust;
 - (c) any distribution of capital of the Trust;
 - (d) any resettlement of the trust property.

It will be an event of default under this Lease if the Lessee is guilty of any breach of trust in respect of the Trust or ceases to be the sole trustee of the Trust.

17.2 Lessor's Liability as Trustee

All provisions of this Lease have effect and must be applied subject to this clause. The Lessor is entering into this Lease as Trustee of a Trust, the Lessee acknowledges:

- (a) the Lessor will incur obligations only its capacity as Trustee of the Trust;

Title Reference [16044100]

- (b) only those assets of the Trust that are under the Trustee's control are available to pay or satisfy those obligations;
- (c) the Lessor not liable to pay or satisfy any obligations out of any other assets; and
- (d) the Lessee releases the Lessor from any personal liability for any loss they might suffer because the Lessor breaches this Lease, except the extent that that liability can be paid out of the assets of the Trust.

18. OPTION

18.1 Option to Renew

If the Lessee:

- (1) at least 6 Months before the end of this Lease gives written notice to the Lessor that it wishes to renew this Lease; and
- (2) has at all time up to the date of the end of this Lease complied punctually with its obligations under this Lease;

Then the Lessor must grant to the Lessee a further lease of the Premises on the following conditions:

- (3) the length of the renewal term will be the period referred to in Item 8 of the Reference Data;
- (4) the rent for the first year of the renewal term will be calculated under clause 3.2 as if the date of commencement of the renewal term were a Review Date and the method of review were as nominated for that Review Date in Item 5 of the Reference Data;
- (5) the terms and conditions will be the same as the terms and conditions of this Lease except for the changes specified in the Modification Schedule at the end of this clause.

Modification Schedule

- A. clause 18.1 will be deleted when the last right of renewal in Item 8 of the Reference Data has been exercised.
- B. the Review Dates will be those (as applicable) in Item 4A of the Reference Data.

18.2 New Guarantee

If at the date of exercise of the option contained in clause 18.1 the obligations of the Lessee under this Lease are the subject of guarantee or indemnity the Lessee must:

- (1) get from the persons who provided the guarantee or indemnity another guarantee or indemnity for the lease for the renewal term on the same terms apart from necessary changes; and
- (2) produce the properly signed guarantee or indemnity to the Lessor within thirty (30) days after the Lessor provides to the Lessee the documentation for the new guarantee or indemnity for the renewal term. The time limit referred to in clause 18.2(2) is essential. If the Lessee fails to comply with the time limit the Lessor may terminate the new lease for the renewal term by notice in writing to the Lessee.

Title Reference [16044100]

POWER OF ATTORNEY

19.1 The Lessee irrevocably appoints the Lessor and the Directors of the Lessor together and separately to be the attorneys of the Lessee at any time after this Lease has ended and the Lessor has re-entered the Premises to:

- (1) sign a transfer or a surrender of this Lease; and
- (2) get the transfer or surrender registered; and
- (3) from time to time appoint substitutes and revoke those appointments; and
- (4) do anything under this clause as fully and effectually as the Lessee could do.

The Lessee must ratify and confirm everything the attorneys or any substitute or substitutes lawfully do under this clause.

A statutory declaration by an attorney that the power of re-entry contained in this Lease has been exercised will be sufficient proof of that fact.

20. END OF LEASE

20.1 Yield Up

The Lessee must at the end of this Lease yield up the Premises in the order and condition described in clause 6 of this Schedule.

20.2 Remove Fittings

The Lessee must if required by the Lessor:

- (1) remove from the Premises within fourteen (14) days from the end of this Lease all fixtures and other contents installed by the Lessee that are requested to be removed by the Lessor; and
- (2) repair any damage caused to the Building or Premises by the removal; and
- (3) re-alter any alterations made by the Lessee so that the Building and Premises are converted back to their original layout.

The Lessor may at its option cause the fixtures and other contents referred to in clause 20.2(1) to be removed and to be stored in a public warehouse or elsewhere at the risk of the Lessee and any damage to be repaired and any alterations to be re-altered. The Lessor may recover the costs of removal, storage, repair and/or re-alterations from the Lessee as a liquidated debt payable on demand.

20.3 Abandoned Contents

Any contents not removed by the Lessee will be considered abandoned by the Lessee and will become the property of the Lessor. The Lessee will still be legally responsible to the Lessor for the expense of any removal by the Lessor of contents and of repairing any damage to the Premises caused by that removal by the Lessor.

20.4 Removal of Signs

Title Reference [16044100]

At the end of this Lease the Lessee must remove its advertising and signs placed on the Building or Premises (including those painted on the Building) and restore those areas to the condition it was in immediately before the advertisement or sign was placed.

21. SECURITY

21.1 Bond

- (1) The Lessee must prior to entering possession of the Premises pay the Lessor the sum set out in Item 10 of the Reference Data as a cash bond for performance by the Lessee of this Lease.
- (2) As soon as the rent payable from each rent review is calculated, the Lessee must pay to the Lessor as a further cash bond an amount which, when added to the cash bond already held by the Lessor, equals the total of one (1) Months rent at the new rate.
- (3) The Lessee may instead of paying the amounts under clause 22.1(1) and 22.1(2), provide to the Lessor an Australian Trading Bank guarantee, on terms reasonably acceptable to the Lessor, for the observance and performance by the Lessee of all the obligations and provisions contained in this Lease. The maximum liability of the bank guarantee must at least equal the total of the cash bonds required by clause 21.1(1) and 21.1(2).
- (4) If at any time the Lessee fails to observe and perform any of the Lessee's obligations in this Lease, the Lessor may take all or any part of the cash bond or call up any guarantee as compensation for any loss or damage suffered or which may be suffered by the Lessor because of that failure. Any such action by the Lessor will not be treated as a waiver of the Lessee's failure and will not limit any other right or remedy of the Lessor in respect of it.
- (5) If any part of the cash bond is taken or any guarantee called up by the Lessor and this Lease remains on foot, the Lessee must immediately upon demand by the Lessor pay to the Lessor the amount taken or called up. This amount is to be held as a cash bond under this clause.
- (6) If the Lessor's interest in the Premises is transferred, the Lessor may pay or transfer the bonds and guarantees to the transferee. Upon payment or transfer the Lessor will be released from all legal responsibility to the Lessee or to any other person for the bonds or guarantees.
- (7) If upon the expiration or sooner determination of this Lease, all obligations of the Lessee as aforesaid shall have been duly discharged and satisfied, the Lessor shall return the cash bond or bank guarantee to the Lessee.