

Dealing Number



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1. Lessor D & B Walker Properties Pty Ltd ACN 133 788 511 as trustee	Lodger (Name, address, E-mail & phone number) Hatzis Lawyers 64 Pinelands Road SUNNYBANK HILLS QLD 4109 Phone (07) 3345 4388	Lodger Code 429
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2. Lot on Plan Description Lot 4 SP 151830	County STANLEY	Parish BULIMBA	Title Reference 50400882
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3. Lessee Given names	Surname/Company name and number Walker Technical Consultants Pty Ltd ACN 106 349 679	(include tenancy if more than one)
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4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
PART OF THE GROUND FLOOR OF UNIT 4 BEING PART OF THE LOT REFERRED TO IN ITEM 2 ABOVE

6. Term of lease Commencement date/event: 05.12.08 Expiry date: 04.12.13 and/or Event: *Options: 2 options of 5 years each #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration SEE ANNEXED FORM 20 HERETO
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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	Execution Date	Lessor's Signature
..... qualification		
Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of 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	Execution Date	Lessee's Signature
..... qualification		
Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)		

Title Reference 50400882

This is the Schedule referred to in Lease dated the day of December, 2008.

1. RENT

1.1 Rental. The base rental during the term hereof shall be the sum of \$42,000.00 per annum plus GST.

The rental during the term and any extension hereof shall be payable in each year by 12 equal calendar monthly instalments. The instalments during the first year of the term shall each be the sum of \$3,500.00 each plus GST.

The first instalment of rent shall be payable on the 5th day of December, 2008 and subsequent instalments thereafter on the 5th day of each successive month and shall be payable to the Lessor at such place as the Lessor may in writing from time to time direct.

1.2 "GST" means the same as in the GST Law, and any applicable, tax, penalty tax, fine, interest or any charge.
GST Law means the same as "GST Law means" in a new tax system (Goods and Services Tax Act 1999) Commonwealth.

1.3 PAYMENT OF GST

A recipient of a taxable supply made under this Lease must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply and upon presentation of a Tax Invoice the lessee must pay all GST payable with relation to this lease

2. OUTGOINGS

Outgoings means the tenant's proportion of the landlord's reasonable expenses directly attributable to the operation maintenance or repair of the lot and charges levies premiums rates or taxes payable by the lessor because it is the owner or occupier of the lot and such expenses include but are not limited to all costs associated with:-

- (a) rates taxes charges payable to any government or other authority;
- (b) cleaning costs and materials;
- (c) rubbish removal;
- (d) light and power charges;
- (e) air conditioning and ventilation;
- (f) fire protection and prevention;
- (g) security;
- (h) insurance premiums;
- (i) repairs and maintenance;
- (j) costs for the control of pests, vermin or insects or other similar infestation;
- (k) management costs;
- (l) body corporate levies and charges.

The lessor shall advise the lessee of the amount of its proportion of the outgoings and the same shall be paid by the lessee or if paid by the lessor shall be reimbursed by the lessee to the lessor on demand.

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3. USE

The Lessee shall use the premises for the purpose of offices and showroom and associated activities and shall conduct business in a proper businesslike manner during usual business hours. The Lessee shall not use the premises for any noxious, noisy, offensive or illegal business and shall comply with all relevant statutes, regulations and ordinances.

4. LESSEE'S OWN COSTS

The Lessee shall punctually discharge all charges incurred in respect of gas, electricity, water and telephone services to the tenancy it occupies.

5. ASSIGNMENT AND SUBLETTING

The Lessee shall not assign or sublet any part of the premises without the Lessor's written consent. The Lessor may not unreasonably withhold its consent if:-

- (a) The proposed assignee or sub-lessee is a respectable and financially responsible person,
- (b) The Lessee pays the Lessor the reasonable costs of the Lessor and its Solicitors associated with the assignment or sub-lease including the costs of enquiries as to the respectability and financial responsibility of the proposed assignee or sub-lessee,
- (c) The Lessee has performed all its obligations under this Lease,
- (d) Proposed assignee or sub-lessee enters such covenants binding itself to the due performance of obligations on the part of the Lessee under this lease as the Lessor considers necessary or desirable, and
- (e) In the case of an assignment or sub-lease to a proprietary company, the Lessor may as a condition of granting consent, require execution of a guarantee and indemnity by directors and shareholders of the company, prepared and drafted by the Lessor's solicitors at the expense of the Lessee.

6. LESSEE'S MAINTENANCE OF PREMISES

The Lessee shall maintain the premises in good and tenable repair and shall, at the expiration of termination of this Lease, deliver up the premises in substantially the same condition as at the beginning of the term. The Lessee will not be responsible for fair wear and tear or damage by accident not caused by the Lessee's negligence.

7. REPAIR ON NOTICE

The Lessee shall make good any defects for which the Lessee is liable under this Lease within a reasonable time upon written notice by the Lessor.

8. CLEANLINESS

The Lessee shall keep the premises and adjacent areas clean and shall remove rubbish from the premises and adjacent areas outside of normal trading hours.

Title Reference 50400882

9. ALTERATIONS AND SIGNS

The Lessee shall not mark or deface any part of the premises, make any alterations to the premises or paint or affix any sign to the exterior of the premises without the Lessor's written consent.

10. ENTRY BY LESSOR

The Lessor, its servants and its Agents, may enter the premises at reasonable times to view the state of repair and to effect repairs. If the Lessee has not given notice to exercise an option to extend the relevant term, the Lessor, its servants and its agents, may enter at reasonable times during the 2 months prior to the expiry of the terms to show the premises to prospective tenants or to place signs signifying that the premises are available for letting.

INSURANCE

11.1 Plate Glass. The Lessee shall maintain insurance in the joint names of the Lessee and the Lessor for any plate glass in the premises to its full insurable value with an insurer acceptable to the Lessor.

11.2 Public Liability. The Lessee shall maintain a Public Liability Insurance Policy in the joint names of the Lessee and the Lessor for an amount of TEN MILLION DOLLARS (\$10,000,000.00) with an insurer acceptable to the Lessor.

11.3 Voiding Insurance. The Lessee shall not allow or perform any act that will render any of the Lessor's insurance void or voidable.

12. INDEMNITY

The Lessee shall indemnify the Lessor against any demand arising from:-

- (a) Any accident in connection with the use of the premises by the Lessee, its servants, agents, licensees or invitees,
- (b) Negligent use or misuse of any water, gas, electricity or other services to the premises by the Lessee, its servants, agents, licensees or invitees, and
- (c) Failure of the Lessee to notify the Lessor of any defect in any of the appurtenances in the premises where such defect is or ought to have been known to the lessee.

13. PEACEFUL POSSESSION

The Lessor shall allow the Lessee peaceful possession of the premises.

14. REMOVAL OF LESSEE'S IMPROVEMENTS

The Lessee may remove any fixtures or fittings erected by the Lessee, provided that the Lessee shall repair to the Lessor's satisfaction any damage caused by such removal.