

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 ON SP151830	County STANLEY	Parish BULIMBA	Title Reference 50400882
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3. Lessee Given names	Surname/Company name and number	(Include tenancy if more than one)
	FIX MY LAPTOP PTY LTD ACN 138 195 427 AS TRUSTEE	

Interest being leased
FEE SIMPLE

5. Description of premises being leased
Ground floor of the subject premises

6. Term of lease Commencement date/event: 01/09/2009 Expiry date: 31/08/2012 and/or Event: *Options: 1 x 3 years #Insert nil if no option or Insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration see schedule 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;

* delete if not applicable

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

D&B Walker Properties PTY LTD
ACN 133 788 511

.....signature
full name
qualification

8/9/09
Execution Date

.....
 Lessor's Signature

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.

FIX MY LAPTOP PTY LTD
ACN 138 195 427

.....signature
full name
qualification

1/1
Execution Date

.....
 Lessee's Signature
 Phillip Anthony Herbloem
 Director

 Irene Kathleen
 Herbloem
 Director

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

Title Reference [18042208]

- Item 1: **Term:**
Three (3) years
- Item 2: **Rent**
\$36,000.00 per annum plus GST
- Item 3: **Review Date(s) (CPI/Fixed):**
- (a) **CPI Review Dates** The rent shall be reviewed annually and the increased rent for each successive year shall be CPI rent as ascertained in Clause 3.1 or 103% of the rent for the preceding year, whichever is the greater.
- (b) **Market Review Dates** The rent shall be reviewed to market for the first year of each option period in the manner hereinafter set forth
- (c) (i) **Fixed Increase Dates** Annually
(ii) **Fixed Increase Percent** 3% but subject to the CPI increase being less than 3%
- Item 4: **Minimum Increase Percentage**
3%
- Item 5: **Agreed Proportion of Outgoings**
nil
- Item 6: **Permitted Use**
Computer service centre
- Item 7: **Insurance - Public Risk**
\$10,000,000.00
- Item 8: **Car Parking Fee**
Not applicable
- Item 9: **Option Periods**
1 option of 3 years
- Item 10: **Bank Guarantee or Cash Deposit**
\$6,600.00
- Item 11: **Guarantors**
IRENE HEIBLOEM AND PHILLIP ANTHONY HEIBLOEM

Title Reference [18042208]

1 INTERPRETATION

1.1 Terms and Reference Schedule

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

1.2 Definitions

- (1) "**Agreed Proportion of Outgoings**" means the outgoings charged with relation to the subject unit except and excluding Land Tax
- (2) "**API**" means the Australian Property Institute (Inc) Queensland Division
- (3) "**Bank Guarantee**" means an unconditional and irrevocable undertaking by a bank for the amount in Item 10 of the Reference Schedule or terms acceptable to the **Landlord**
- (4) "**Building**" means the land described in item 2 of the lease
- (5) "**Car Park**" means those parts of the **Building** nominated for the parking of cars including all ramps and driveways and all rooms servicing the car parking area
- (6) "**Car Parking Fee**" means the amount in Item 8 of the Reference Schedule as varied under this Lease
- (7) "**Common Areas**" means the areas of the **Building** designated for common use by the **Body Corporate**
- (8) "**Commencement Date**" means the day inserted in Item 6 of the Form 7
- (9) "**CPI**" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "**CPI**" means an index that the president of the **API** decides best reflects changes in the cost of living in the relevant city in which the **Premises** are located
- (10) "**Designated Car Park**" means the **Car Parks** hatched in black on the attached plan
- (11) "**Expiry Date**" means the day inserted in Item 6 of the Form 7
- (12) "**Financial Year**" means 1 July to 30 June
- (13) "**Land**" means the property described in Item 2 of the Form 7
- (14) "**Landlord**" means the party described in Item 1 of the Form 7
- (15) "**Landlord's Property**" means any property owned by the **Landlord** in or on the **Unit**
- (16) "**Premises**" means the premises described Item 5 of the Form 7 the boundaries of which are the internal finished surface of walls and includes the **Landlord's Property** in the **Premises**
- (17) "**Renewed Lease**" means a Lease of the **Premises** for the relevant period set out in Item 9 of the Reference Schedule on the terms set out in Clause 15
- (18) "**Rent**" means the amount in Item 2 of the Reference Schedule as varied under this Lease
- (19) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other utilities, services or systems provided in the **Building**
- (20) "**Tenant**" means the party described in Item 3 of the Form 7

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(21) "Tenant's Property" means all fixtures, fittings, equipment, stock and other articles in the Premises owned by the Tenant

(22) "Valuer" means a person who has at least three (3) years experience in valuing the kind of premises leased by this Lease

1.3 Reference 1.3

(1) Reference to:

- (a) the singular includes the plural and the plural includes the singular
- (b) a person includes a body corporate
- (c) a party includes the party's executors, administrators, successors and permitted assigns.

(2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.

(3) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2 RENT AND OTHER PAYMENTS

2.1 Payments

The Tenant must pay the Landlord:

- a. the Rent upon the Landlord providing the tenant with a Tax Invoice
- b. charges for Services to the Premises during the Term
- c. all reasonable costs and expenses incurred by the Landlord in relation to any notice given to the Tenant in accordance with this Lease, lawful determination or attempted determination of this Lease, the surrender of this Lease, the granting of any consents, proceedings lawfully brought by the Landlord to enforce the Tenant's performance and obligations under this Lease
- d. any reasonable additional or unusual charges and expenses incurred by the Landlord at the request of the Tenant
- e. any tax or levy in the nature of a goods and services tax or consumption tax or other tax levied directly on or relating to the receipt of payments including Rent incurred by the Landlord during the Term
- f. any other payments arising from the Tenant's use of the Premises.

2.2 Charges for Electricity

The Tenant acknowledges that if the Landlord supplies electricity to the Tenant as provided in the *Electricity Act 1994* and Section 244 of the *Electricity Regulations 1994* that the Landlord has elected to recover the cost of it from the Tenant as provided in that Act.

2.3 Interest

If the Tenant is late in paying the Landlord any money, the Landlord may charge the Tenant daily interest on any late payments at the rate of two percent (2%) per month or any part of a month where rent is in arrears for more than thirty (30) days. All interest charged must be paid on demand.

3 RENT REVIEWS

3.1 Rent Review

The rent must be reviewed for the second and third years of the lease and each option period shall be the greater of an amount represented by A where:

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(i) $A = \frac{B}{C} \times D$

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

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

D = the Rent payable immediately before the CPI Review Date; or

OR

(ii) where A = 103% of the preceding year

3.2 Market Review

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

3.3 Fixed Review

See Clause 3.1 hereof

3.4 Rent Not to Decrease

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

3.5 Payment of Rent Prior to Review

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

4 USE OF THE PREMISES

4.1 Use of Premises

- (1) The Tenant must bring the Premises into active and bona fide use for the Permitted Use and for no other purpose.

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- (2) The Landlord does not warrant the Premises are suitable for any purpose or may be used for the Permitted Use.

4.2 Conduct

The Tenant must not:

- (a) allow the Premises to be used for annoying, offensive or illegal acts which cause annoyance, nuisance, grievance, damage or disturbance to the occupants of adjacent premises or to the Landlord
- (b) hold or permit to be held any auction or similar sale in the Premises
- (c) use any form of power other than gas or electric current or gas supplied through metres
- (d) overload the Services
- (e) damage the Landlord's Property
- (f) alter the Premises, install any partitions or equipment or do any building work
- (g) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums
- (h) display, paint or erect any signs, save standard business signage as agreed and shown in annexure "A" hereto
- (i) knowingly use or allow the Landlord's Property to be used for any purpose other than those for which they were designed
- (j) interfere with any drains, water supply, gas, electrical, plumbing, air conditioning equipment or other services or any of the Landlord's Property
- (k) prepare or cook for sale or other commercial purpose any food on the Premises and keep the Premises free from vermin
- (l) use any apparatus which radiates heat except for workshop tools and a micro-wave oven.
- (m) bring any heavy machinery, plant or equipment onto the Premises unless it is reasonably necessary for the Permitted Use and in any case must not overload the floors, walls or ceilings
- (n) make holes, deface or damage floors, walls or ceilings or other parts of the Premises
- (o) install any vending or amusement machines
- (p) use or install any product or property in the Premises likely to cause damage
- (q) use or permit to be used any of the elevators, escalators or travelators in the Building to carry any bulky goods or equipment unless they are designated by the Landlord for that purpose.

4.3 Consent

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

4.4 Tenant's Obligation

The Tenant must:

- (a) obtain and maintain all permits or consents required from any government authority to carry on the Permitted Use in the Premises

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- (b) obey all reasonable directions and rules given by the Body Corporate relating to use of the Common Areas
- (c) obey any rules made by the Body Corporate relating to the operation, safety, use, occupation and management of the Building
- (e) immediately notify the Landlord of any damage to, defect or disrepair in the Services or the Landlord's Property
- (f) immediately notify the Landlord of any infectious diseases notifiable to the relevant Health Authority occurring on the Premises of which it is aware
- (g) immediately provide the Landlord with copies of all notices, which it is required to serve on or receive pursuant to any legislation relating to the Premises
- (h) at the expiration or sooner determination of the Term return all keys of the Premises to the Landlord
- (i) lock all exterior doors and windows in the Premises and the Building when the Premises or the Building are not being used
- (j) pay all charges, assessments or impositions which may be levied in respect of the Premises during the Term and arising as a result of the use and occupation of the Premises by the Tenant.

5 MAINTENANCE AND REPAIR

5.1 Repair

The Tenant must:

- (a) keep the Premises, including all signage, in good repair and condition except for fair wear and tear, and structural defects and/or repairs
- (b) fix any damage caused by the Tenant or its employees use
- (c) repair, maintain or replace all glass in the Premises, the doors locks windows and window fittings, all broken, faulty or blown light tubes and associated electrical apparatus in the Premises

5.2 Cleaning

The Tenant must:

- (a) keep the Premises clean and tidy, consistent with the nature of the business conducted on the Premises
- (b) keep the Tenant's Property clean and tidy
- (c) if the Landlord and Tenant agree to use a cleaning service supplied by the Landlord to the Premises the Tenant must pay to the Landlord on demand the reasonable cost of cleaning the Premises
- (d) any cleaning of the Premises by a service supplied by the Landlord must be of a satisfactory commercial standard and the cleaners will be allowed access to the Premises at all reasonable times.

5.3 Landlord's Right to Inspect and Repair

- (1) Upon giving the Tenant two (2) days notice in writing, the Landlord may inspect or carry out repairs, maintenance, or building work in or around the Premises at any reasonable time. In an emergency, the Landlord may enter at any time without giving the Tenant notice.

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- (2) The **Landlord** may carry out any of the **Tenant's** obligations under this Lease if the **Tenant** does not carry them out on time or as reasonably directed by the **Landlord**. If the **Landlord** does so, then the **Tenant** must pay the **Landlord's** expenses.

5.4 **Tenant's Works**

- (1) The **Tenant** must not carry out any building work without the **Landlord's** consent. The **Landlord** cannot unreasonably refuse to give its consent if:
- (a) the **Landlord** approves the **Tenant's** drawings and specifications for the works
 - (b) the **Tenant** and the **Landlord** agree on the type, quality, colour and size of the materials to be used
 - (c) the **Landlord** reasonably approves of the **Tenant's** builder.
- (2) The **Tenant** must:
- (a) pay for any work approved under Clause 5.4(1)
 - (b) indemnify the **Landlord** against all injury or damage to the **Premises** or the **Building** caused by those works, and
 - (c) maintain the works.

5.5 **Landlord's Fitout**

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

- (a) that fitout is **Landlord's Property**
- (b) the **Tenant** must not damage any fitout provided by the **Landlord** or install any additional fitout without the consent of the **Landlord** which must not be unreasonably withheld
- (c) if during the **Term** of this Lease or any renewed term, any fitout provided by the **Landlord** needs to be replaced because of fair wear and tear, then the **Landlord** will replace that fitout with fitout of a like quality
- (d) If during the **Term** of this Lease or any renewed term, the **Tenant** requires any fitout by the **Landlord** to be replaced for reason other than fair wear and tear, the **Landlord** or the **Tenant** with the **Landlord's** consent will replace that fitout at the cost of the **Tenant**.

6 **ASSIGNMENT AND SUBLETTING**

- 6.1 The **Tenant** may only assign, sublet, mortgage, charge or deal with the Lease or the **Premises** with the **Landlord's** consent which must not be unreasonably withheld.
- 6.2 The **Landlord** must give its consent if:
- (a) the **Landlord** is satisfied that the new tenant is suitable, respectable, responsible and financially secure and is capable of carrying out the **Tenant's** obligations under this Lease
 - (b) Then **Tenant** and the new tenant signs any agreement and gives any security which the **Landlord** reasonably requires
 - (c) The **Tenant** complies with any other reasonable requirements of the **Landlord**
 - (d) The **Tenant** is not in breach of the Lease
 - (e) The **Tenant** releases the **Landlord** from all claims the **Tenant** has or may have in respect of this Lease

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- (f) The Tenant pays the Landlord's reasonable costs and expenses of giving its consent including legal costs, stamp duty and registration fees.

6.3 If the Tenant is a corporation, any change in the principal shareholding or composition of the board of directors altering the effective control or control of one half or greater of the shares of the board is an assignment of this Lease and must be dealt with in accordance with this Lease.

7 LANDLORD'S RIGHTS AND OBLIGATIONS

7.1 **Variations In Tenant's Agreed Proportion**
Intentionally deleted

7.2 **Elevators, Escalators and Travelators**
Intentionally deleted

7.3 **Rules**
The Body Corporate may make rules relating to the Building and Common Areas dealing with:

- (a) their use, care and cleanliness
- (b) the preservation of good order
- (c) the comfort of persons
- (d) the location of garbage and refuse pending its removal
- (e) the closure of any part outside normal business hours
- (f) the external appearance.

7.4 **Complex Exterior**
Subject to Body Corporate and local authority approval which must be obtained by and at the expense of the tenant the landlord shall permit the tenant to place appropriate signage on the ground floor front glass, on-top of the building and on the outside wall.

7.5 **Licenses For Use of Common Areas**
The Body Corporate can to grant to any person a licence to use any part of the Common Areas (other than toilets) provided such licence must not substantially adversely effect the Tenant's rights under this Lease.

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

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

7.8 **Rates and Taxes**
The Landlord must pay all Outgoings not payable by the Tenant or other occupant of the Building.

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7.9 **Maintenance**

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

7.10 **Services**

The **Body Corporate** must do everything reasonable to ensure the **Services** and fixtures, fittings and equipment operate

7.11 **Consent of Mortgagee**

The **Landlord** must obtain from any mortgagee an unconditional consent in writing to this Lease, such consent to be obtained at the expense of the **Landlord**.

7.12 **SUPPLY KEYS**

The **Landlord** shall supply to the tenant a full set of keys to the subject premises upon the tenant taking possession thereof

8 **RISK**

8.1 **Own Risk**

The **Tenant** occupies and uses the **Premises** at its own risk.

8.2 **Release**

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

8.3 **Indemnity**

Without limiting the generality of Clause 8.2 the **Tenant** indemnifies and holds indemnified the **Landlord** and its agents, employees and contractors from and against all actions, claims, losses, damages and costs for or in respect of which the **Landlord** may sustain or incur or for which the **Landlord** or its agents, employees and contractors shall or may be or become liable whether during or after the **Term** in respect of or arising from:

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

8.4 **Insurance**

- (1) At all times during the continuance of this Lease the **Tenant** must effect and keep current:
 - (a) a public liability insurance policy in respect of the **Premises** having endorsement to include the risks and indemnities contained in Clause 8.3 in the name **Tenant** with the interest of the **Landlord** noted thereon in such sum as the **Landlord** may from time to time reasonably require the **Tenant** by notice in writing to

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effect for of any single claim, accident or event, with an insurance office or company approved by the **Landlord** (such approval not to be unreasonably withheld)

- (b) a policy of insurance in the name of the **Tenant** with the landlord's interest noted thereon to cover:-
- (i) the full reinstatement replacement costs of plate glass in the **Premises**
 - (ii) special industrial risks (if any) due to the specific **Permitted Use** of the **Premises** by the **Tenant** (if any)

with an insurance office or company approved by the **Landlord** (such consent not to be unreasonably withheld)

- (c) worker's compensation including employer's liability insurance (unlimited cover).

(2) The **Tenant** must give the **Landlord**:

- (a) a duplicate copy of each such policy immediately it is effected
- (b) a copy of the receipt issued for payment of each premium within five (5) business days of it being paid
- (c) a copy of the certificate of currency when requested.

8.5 **Notice of Accident**

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

8.6 **Conduct Voiding Insurance**

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

9 **DEFAULT AND TERMINATION**

9.1 **Essential Terms** The essential terms are:

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

9.2 **Default**

The **Tenant** is in default of this Lease if:

- (a) it breaches an essential term of this Lease
- (b) It repudiates its obligations under this Lease

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

9.3 Termination of Tenancy

- (1) If the Tenant is in default and does not remedy the default within the time stated in any notice from the Landlord, the Landlord may do any one or more of the following without prejudice to any other right which it may have against the Tenant:
 - (a) by notice to the Tenant, convert this Lease to a month to month tenancy on the terms of this Lease as far as they can be applied to a monthly tenancy
 - (b) by notice to the Tenant, terminate the Lease and take possession of the Premises
 - (c) recover from the Tenant any loss suffered by the Landlord due to default of the Tenant
 - (d) exercise any of its other legal rights.
- (2) The Landlord must take reasonable steps to mitigate its loss.

10 EXPIRY OF TERM

10.1 Tenant's Obligations

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

- (a) vacate the Premises in good repair and clean condition fair wear and tear being acceptable
- (b) remove all the Tenant's Property from the Premises
- (c) repair any damage caused by removal of the Tenant's Property
- (d) return all keys, security passes and cards held by the Tenant or its employees, and

10.2 Failure to Remove Tenant's Property

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

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

10.3 Power of Attorney

- (1) The Tenant irrevocably appoints the Landlord and each and every one of its directors to be the true and lawful attorney of the Tenant to act at any time after the power to take back possession of the premises has been exercised.
- (2) The attorney is empowered to:
 - (a) execute and register (if necessary) a Transfer or Surrender of the Lease or a Withdrawal of any Caveat lodged by the Tenant affecting the Land together with any other documents needed to effect those dealings

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- (b) do all things which the **Tenant** is required to do under this Lease.
- (3) The **Tenant** undertakes to ratify and confirm anything the attorney lawfully does and to pay the **Landlord's** reasonable expenses incurred in exercising the powers under Clause 10.3 on demand.

11 MONTHLY TENANCY

11.1 Monthly Tenancy

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

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

12 DAMAGE AND DESTRUCTION

12.1 Rent Reduction

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

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

12.2 Tenant May Terminate

The **Tenant** may terminate this Lease after the expiration of three months of the event causing damage or destruction by notice to the **Landlord** unless:

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

12.3 Landlord May Terminate

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

12.4 No Obligation to Rebuild

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

12.5 Dispute Resolution

- (1) The **Tenant** is entitled to dispute the reasonableness of any reduction of rent and other moneys
- (2) Any dispute as to the extent and reasonableness of any reduction in rent and other moneys must be determined by an independent **Valuer** appointed by the president of the **API** at the request of either party
- (3) In making the determination, the appointed **Valuer** acts as an expert and the determination is final and binding on both parties

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- (4) The cost of the determination must be paid by the parties equally unless otherwise decided by the appointed Valuer.

12.6 Antecedent Rights

Termination under Clause 12 or any other provision of this Lease does not effect either parties' accrued rights before termination.

13 SALE BY LANDLORD

Subject to the provisions of Clause 24 hereof before transferring any interest in the Land, the Landlord must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Lease and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

GENERAL

14.1 Landlord May Rectify

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

14.2 Notices

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

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

14.3 Waiver Negatived

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

14.4 Entire Agreement

This Lease:

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

14.5 Severability

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

14.6 Obligations of Parties

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

14.7 Statutes and Regulations

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

Title Reference [18042208]

14.8 **Governing Law**

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

14.9 **Saturdays, Sundays and Public Holidays**

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

15 **OPTION FOR FURTHER TENANCY**

15.1 **Exercise of Option**

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

- (a) gives notice to that effect to the **Landlord** not less than three (3) months before the **Term** expires, and
- (b) has not breached any of the essential terms of this Lease set out on Clause 9.1.

15.2 **Terms of Renewed Lease**

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

- (a) the term will be that specified for the relevant **Option** in Item 9 of the Reference Schedule
- (b) the date of commencement will be the day after expiry of the **Term**
- (c) the rent will be the amount of the rent for the last year of the preceding term increased by 3% or by the upward movement of the Consumer Price Index (calculated as set forth herein) whichever shall be the greater.
- (d) the amount of public liability insurance in Item 7 of the Reference Schedule will be an amount reasonably required by the **Landlord**
- (e) the **Bank Guarantee** in Item 10 of the Reference Schedule will be an amount reasonably required by the **Landlord**
- (f) Clause 15 will be omitted from the **Renewed Lease** when no relevant further terms remain in Item 9 of the Reference Schedule or the **Tenant** does not comply with Clause 15.1.

15.3 **Dispute**

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

16 **BANK GUARANTEE OR CASH DEPOSIT**

16.1 If a **Bank Guarantee** has been inserted in Item 10 of the Reference Schedule the **Tenant** must deliver the **Landlord** before the **Date of Commencement** the **Bank Guarantee**.

16.2 If the **Tenant** does not comply with any of its obligations under this Lease, the **Landlord** may call on the **Bank Guarantee**.

16.3 If the **Landlord** makes demand on the **Bank Guarantee** the **Tenant** must provide a replacement **Bank Guarantee** equal to the amount claimed by the **Landlord**.

16.4 The **Landlord** must return the **Bank Guarantee** or **Cash Deposit** to the **Tenant** within 2 months of expiration of the **Term** unless:

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- (a) the Landlord has started proceedings against the Tenant, or
- (b) the Tenant is holding over with the Landlord's consent.
- (c) remedial works are required by the Landlord on the tenant vacating the premises

17 GUARANTEE

17.1 Guarantee

If Guarantors are inserted in Item 11 of the Reference Schedule this Lease is not binding on the Landlord until the Guarantee annexed to this Lease has been signed by each person named as a Guarantor in Item 11 of the Reference Schedule.

18. GOODS & SERVICES TAX

3.1 Definitions

"GST" means GST within the meaning of the GST Act.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended)

Expressions used in the Clause 15 have the meanings given to them in the GST Act.

18.2 Amounts payable generally not GST inclusive

An amount payable by a party under this Lease in respect of taxable supply by the other party, unless expressed to represent the price of supply represents the value of the supply and the recipient of the supply must, in addition to that amount and at the same time pay to the supplier the GST payable in respect of the supply.

18.3 Reimbursement of Expenses

If this Lease requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the Landlord plus, if the Landlord's recovery from the Tenant is a taxable supply, the GST payable in respect of that supply.

18.4 Supplier to provide Tax Invoice

A party is not obliged under Clauses 15.2 and 15.3 to pay the GST on a taxable supply to it under this Lease, until that party is given a valid Tax Invoice for the supply.

20. REDUCED RENT PERIOD

Providing the tenant shall not otherwise be in breach of the lease the landlord grants to the tenant for the first 8 months of the lease rental at \$1650.00 per month plus GST provided however that the reduced rent shall not be taken into account when calculating for the rent for the second and each subsequent year of the lease or any option period

21. AIR CONDITIONING SYSTEM

There is an air-conditioning system installed in the subject tenancy. The Landlord shall ensure that the system is in good working order and condition at the commencement of the tenancy and thereafter the tenant shall be responsible for all operating expenses for the air-conditioning system including the maintenance and repair thereof but not including repairs to the system of items of a capital nature not caused as a result of the negligent use or misuse thereof by the tenant or a breach of the tenants responsibility hereunder.

The tenant shall enter into a maintenance contract with a reputable air-conditioning maintenance company to carry out the periodic maintenance of the air-conditioning system and shall upon request produce a copy of the maintenance agreement to the landlord.

Title Reference [18042208]

A.C.N. 138 195 427] AS TRUSTEE ("THE TENANT") THE SAID IRENE HEIBLOEM AND PHILLIP ANTHONY HEIBLOEM HEREBY

1. Guarantee to you the due and punctual performance and observance of all the Lessee's obligations agreements and stipulations (including those of a negative character) under the Lease including the due and punctual payment of all rent and other monies under or in pursuance of the terms of the said Lease
2. Further covenant and agree with you that each of them will indemnify you and keep you indemnified against any loss howsoever arising on the part of the Lessee to promptly perform its obligations under the said Lease including any loss which you may suffer or incur in consequence of any failure on the part of the Lessee to promptly pay such rent or other monies as aforesaid and all consequence of any such failure or arising thereout
3. Further covenant and agree that this guarantee shall not be affected or discharged by your granting to the Lessee any time or other indulgence or other consideration or by reason of any transaction that may take place between you and the Lessee or between you and the Guarantor or by any other act or omission on your part whereby the liability of the Guarantor as surety would but for this provision have been affected or discharged.
4. Further covenant and agree that both or each of them may be treated as the principal debtor and that in the event that any moneys are owed by the Lessee to the Lessor whether as rental or in any other manner or for any other reason whatsoever then in any such case the Lessor may institute proceedings against the Guarantor to recover any such moneys without having any obligation to endeavour to recover such moneys from the Lessee

IN WITNESS WHEREOF the Guarantors have executed these presents this 1st day of September, 2007. 9 ^{af} _{ML}

SIGNED SEALED AND DELIVERED by the
said IRENE HEIBLOEM in the presence of:

.....
A Justice of the Peace/Solicitor

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)
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.....
.....

SIGNED SEALED AND DELIVERED by the
said PHILLIP ANTHONY HEIBLOEM in the
presence of:

.....
A Justice of the Peace/Solicitor

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.....
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