

Dealing Number



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1. Lessor

S GRANT SMSF PTY LTD ACN 627 398 314 AS
TRUSTEE FOR S GRANT SMSF TRUST ABN 36 955
634 164

Lodger (Name, address, E-mail & phone number)

Kelly Legal
PO Box 1035, MACKAY QLD 4740
mail@kellylegal.com.au
PH: 07 4911 0500
Ref: PJK: CMP: 76942

Lodger

Code
795

2. Lot on Plan Description

LOT 32 ON SP264209

Title Reference

50931594

3. Lessee

Given names

Surname/Company name and number

(include tenancy if more than one)

DENBERTH PTY LTD ACN 057 655 464

4. Interest being leased

FEE SIMPLE

5. Description of premises being leased

THE WHOLE OF THE LAND

6. Term of lease

Commencement date/event: 02 / 10 / 2018

Expiry date: 01 /10 /2018 and/or Event:

#Options: 1 x 5 Years

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration

As set out in Item 7 of the item schedule
in the schedule attached hereto

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

Not required

S GRANT SMSF PTY LTD ACN 627 398 314

.....Signature

Not required

.....full name

Not required

.....qualification

13/09/2018
Execution Date

.....(Director/Secretary)

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1
of 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.

Not required

DENBERTH PTY LTD ACN 057 655 464

.....Signature

Not required

.....full name

Not required

.....qualification

13/09/2018
Execution Date

.....(Director/Secretary)

Witnessing Officer

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

Lessee's Signature

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This is the Schedule referred to in lease dated the 2nd October 2018

Part 1 Item Schedule

Item 1	LESSOR: ADDRESS FOR SERVICE:	S GRANT SMSF PTY LTD ACN 627 398 314 AS TRUSTEE FOR S GRANT SMSF TRUST ABN 36 955 634 164 62 Grendon Street NORTH MACKAY, QUEENSLAND 4740	
Item 2	LESSEE: ADDRESS FOR SERVICE:	DENBERTH PTY LTD ACN 057 655 464 Unit 4, 30 Whitehouse Street GARbutt, QLD, 4814	
Item 3	PREMISES:	The whole of the land located at or That part of the land located at and identified as Lease "A" in the attached lease plan with ?no.? car parking spaces	
Item 4	AREA OF PREMISES	Approximately 264 square metres	
Item 5	PERMITTED USE:	Commercial/ industrial premises for painting contractors including storage of paints and painting equipment.	
Item 6	TERM OF LEASE:	(a) Term:	5 years
		(b) Commencement Date:	2 October 2018
		(c) Expiry Date:	5 years from Commencement Date
Item 7	RENT:	(a) Annual rent:	\$ 28,000.00 per annum excluding GST (\$ 30,800.00 per annum including GST)
		(b) Monthly rent:	\$ 2,333.33 per month excluding GST (\$2,566.66 per month including GST)
		(c) Rent Commencement Date:	Commencement Date of lease
Item 8	PERCENTAGE OF OUTGOINGS:	100%	
Item 9	RENEWAL OPTION:	(a) Number of options:	One (1)
		(b) Length of term of each new option:	Five (5) Years
		(c) Commencement Date of New Lease:	2 October 2018
		(d) Date option must be exercised in writing:	1 July 2023
Item 10	PUBLIC LIABILITY INSURANCE:	\$20,000,000.00	
Item 11	REPAINTING:	At least once every five (5) years.	
Item 12	DEFAULT INTEREST:	10% per annum	
Item 13	BOND:	An amount equivalent to three (3) months rent plus GST which as at the Commencement Date is the sum of \$ (provided that whilst the lessee is Denberth Pty Ltd the lessor waives the requirement for a bond)	

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Item 14	GUARANTOR:	whilst the lessee is Denberth Pty Ltd the lessor waives a requirement for a guarantee
Item 15	RENT REVIEW:	On each anniversary of the Commencement Date- CPI Review in accordance with clause 3.4 If option exercised: Commencement Date of the new lease - Market review in accordance with clause 3.3 On each anniversary of the Commencement Date - CPI Review in accordance with clause 3.4

Part 2 Definitions and Interpretation

2.1 This document shall be construed in accordance with the following:

(a)	Applicable law	This Lease is governed by the law in force in the State of Queensland and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and the appellate courts therefrom.
(b)	Covenant	Any covenant agreement obligation restriction stipulation or provision whether contained or implied herein and whether positive or negative in nature and on the part of either party hereunder to be observed.
(c)	Item	When accompanied by a number the word Item means that item number in the item schedule comprising Part 1 of this Lease.
(d)	Headings	Save and except in relation to this Part 2 headings and subheadings have been inserted for ease of reference and none of the terms covenants conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings and subheadings. References to a section under clause number or paragraph number using the terms "part", "clause" and "paragraph" and then a corresponding number are interchangeable with each of those terms where the context allows. Any reference to a clause number may refer to a section number and any reference to a section number may refer to a clause number.
(e)	Number and Gender	Words importing the singular number include plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
(f)	Property Law Act	To the extent permitted by law, the provisions, covenants, powers and obligations implied in every Lease by virtue of the <i>Property Law Act</i> shall not apply to or be implied in this Lease.
(g)	Severability	If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby.
(h)	Statutes and Regulations	Reference to any statute shall be deemed to include all proclamations orders in council regulations rules local laws or ordinances made thereunder and under any amendments to that statute and all statutes proclamations orders in council regulations rules local laws or ordinances in re-enactment or modification thereof.
(i)	Parties Severally Bound	Any covenant to be observed by two (2) or more persons shall be deemed to bind them jointly and each of them severally irrespective of whether one or more of the Parties has not executed this Lease or the execution of this Lease by any of the Parties is or may become void or voidable.

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2.2 The words and phrases set out below shall unless the context otherwise requires have the meanings in the Lease respectively set opposite.

(a)	Building	Such building(s) or structure(s) erected upon the Land.
(b)	Business Day	Where under or pursuant to this Lease or anything done hereunder the day on or by which any act matter or thing is to be done is a Saturday or a Sunday or a public holiday in the State or place in which the Premises are situated such act matter or thing may be done on the next succeeding day which is not a Saturday Sunday or such a public holiday.
(c)	Land	Means that described in Item 2 of the Form 7 Lease to which this schedule is attached.
(d)	Lease	Any reference to the lease shall include any extension or renewal of the original term of this Lease.
(e)	Lease Year	Each separate period of twelve (12) consecutive months the first of such lease years commencing on the date of commencement as identified in Item 7.
(f)	Lessee (referred to as "the lessee" herein)	The lessee its successors in title and permitted assigns or being a person his executors administrators and permitted assigns and where not repugnant to the context the employees and agents of the lessee.
(g)	Lessor (referred to as "the lessor" herein)	The lessor its successors in title and permitted assigns or being a person his executors administrators and permitted assigns and where not repugnant to the context the employees and agents of the lessor.
(h)	Outgoings	Outgoings means all amounts properly incurred and paid or payable by the lessor for a Financial Year concerning the Premises or relating to the ownership and management of the Premises and includes: <ul style="list-style-type: none"> (i) rates, taxes, levies (including land tax), charges, assessments and impositions assessed, charged or imposed in relation to the whole or any part of the Premises; (ii) body corporate levies; (iii) if not incorporated in the body corporate levies, insurance premiums for the Premises; (iv) costs for rubbish removal from the Premises and costs arising under or incurred in relation to any Environmental Law; (v) costs associated with trade waste, permitted usage charges and the pumping out or maintenance of any grease trap; and (vi) the costs incurred by the lessor in the form of property management and administration fees for the Premises.
(i)	PPSA	means the <i>Personal Properties Securities Act 2009</i> (Cth).
(j)	Premises	The part of the land described in Item 3 and all improvements thereon and where not repugnant to the context such of the fixtures fittings furnishings plant machinery and equipment (if any) from time to time installed therein and owned by the lessor.

Part 3 Rent payments

3.1	Rent	The Rent payable for the first year of the term of this Lease shall be the amount set out in Item 7 which amount shall be paid in equal monthly instalments in advance on the first day of each month in such manner as the
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		lessor may from time to time direct and the first of such payments is to be made on or before the Rent Commencement Date stipulated in Item 7.						
3.2	Rent Review	The Rent shall be reviewed on each date and in the manner specified in Item 15 and to the extent it is lawful there may be more than one method of calculation for any rent review in which case the Rent shall be the amount which is the higher of such amounts determined by applying the relevant review methods.						
3.3	Market Review	<p>Where Item 15 requires the Rent to be reviewed by Market review the Rent shall be determined in accordance with the following procedure:</p> <p>(a) No earlier than three (3) months before the review date the lessor must notify the lessee of the amount that it reasonably considers is or will be the market rental for the Premises at the review date.</p> <p>(b) If the lessee does not dispute the amount notified within fourteen (14) days after receiving notification from the lessor under the above sub-clause, then the Rent from the review date shall be that amount notified.</p> <p>(c) If the lessee disputes the amount notified it must notify the lessor of the dispute within fourteen (14) days after receiving notification from the lessor in which case:</p> <p>(i) the lessor and the lessee and their representative will negotiate in good faith in an attempt to agree on the market rent within a further fourteen (14) days;</p> <p>(ii) if the lessor and lessee cannot reach agreement within a further fourteen (14) days of commencing negotiations then the market rent for the Premises for the year under review will be determined by a valuer agreed upon by the lessor and lessee practising in Mackay or failing agreement by a valuer appointed by the President for the time being of the Australian Property Institute Incorporated (Queensland Division) or its successor who in making his determination, shall act as an expert and not as an arbitrator and his determination shall be final and binding on both parties and the cost of the valuer shall be borne by the lessor and lessee in equal shares. Each party at its own cost is entitled to request from the valuer written reasons for the valuer's determination in which case each party must supply a copy of those written reasons to the other party.</p>						
3.4	CPI Review	<p>Where Item 15 requires the Rent to be reviewed by CPI review the Rent payable after the review date shall be determined by the following calculation:</p> <p>AR = PR + (PR x CPID), where;</p> <table><tr><td>AR</td><td>is the Rent payable (exclusive of GST) for the Lease Year under review;</td></tr><tr><td>PR</td><td>means the Rent payable (exclusive of GST) in the year immediately preceding the applicable rent review date;</td></tr><tr><td>CPID</td><td>expressed as a percentage, means the percentage change in the Consumer Price Index figure published by the Australian Government Statistician under the heading "All Groups" for the capital city of the State of Queensland for the last quarter concluded immediately</td></tr></table>	AR	is the Rent payable (exclusive of GST) for the Lease Year under review;	PR	means the Rent payable (exclusive of GST) in the year immediately preceding the applicable rent review date;	CPID	expressed as a percentage, means the percentage change in the Consumer Price Index figure published by the Australian Government Statistician under the heading "All Groups" for the capital city of the State of Queensland for the last quarter concluded immediately
AR	is the Rent payable (exclusive of GST) for the Lease Year under review;							
PR	means the Rent payable (exclusive of GST) in the year immediately preceding the applicable rent review date;							
CPID	expressed as a percentage, means the percentage change in the Consumer Price Index figure published by the Australian Government Statistician under the heading "All Groups" for the capital city of the State of Queensland for the last quarter concluded immediately							

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		preceding the review date compared with the corresponding Consumer Price Index figure for the same quarter in the previous year.
3.5	Fixed Review	Where Item 15 requires the Rent to be reviewed by a fixed review method whether by fixed percentage or fixed amount, then the Rent payable from the review Date shall be the amount equal to the percentage increase or fixed amount increase of the Rent payable immediately preceding the relevant Rent Review Date.
3.6	Recalculation of Rent	Until such time as the Rent for the current Lease Year is determined the lessee shall pay monthly instalments in advance on account of the Rent at the same rate as for the Lease Year last concluded and an appropriate adjustment (if any) shall be made within one (1) month of determination of the Rent for the current Lease Year.
3.7	Broken Periods	In the event of the term of this Lease commencing on a day other than the first day of the month or expiring on a day other than the last day of the month the lessee shall pay to the lessor in respect of the broken periods prior to the first complete month of the term hereof and subsequent to the last complete month of the term hereof on the first day of each such broken period a proportionate part of the Rent instalments payable on account of the rental or any other payment due by the lessee to the lessor under this Lease.
3.8	Outgoings	In addition to the obligation of the lessee to pay the Rent and other payment obligations under the terms of this Lease, the lessee must pay to the lessor such amount as to reimburse the lessor for the agreed proportion at Item 8 of the costs to the lessor for the Outgoings. The lessor shall be at liberty at any time to deliver to the lessee a demand for reimbursement of any of the Outgoings paid by the lessor and the lessee must pay to the lessor such sums so demanded by the lessor within seven (7) days of such demand.
3.9	Security Bond	<p>(a) The lessee shall on or before the lessee takes possession of the Premises pay to the lessor a cash security bond or at the sole discretion of the lessor, deliver a bank guarantee on terms satisfactory to the lessor for an amount equivalent to the sum stipulated at Item 13.</p> <p>(b) Any indulgence granted by the lessor at the lessor's sole discretion for the delivery of the security bond by the lessee does not prejudice the rights of the lessor to demand delivery of the security bond on a later date nor the lessor's rights to appropriate the security bond pursuant to this clause.</p> <p>(c) If the lessee's obligation to deliver security bond is satisfied by delivery of a bank guarantee then all references to the security bond shall mean the bank guarantee.</p> <p>(d) In the event that the rent is reviewed in accordance with the terms of the lease or there is any appropriation of the security bond by the lessor in accordance with the terms of this Lease then upon demand by the lessor the lessee shall pay such further cash sum to ensure that at all times the lessor holds a security bond equivalent to aggregate of the GST inclusive Rent prevailing at the time for the number of months referred to at Item 13 in a form acceptable to the lessor.</p> <p>(e) The lessee acknowledges that the security bond may be applied by the lessor in satisfaction of any amount that may be payable to the lessor as a result of any breach by the lessee of any of the terms, conditions</p>

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		<p>or covenants contained herein including by presentation of the bank guarantee to appropriate to itself, call upon, convert or redeem any such bank guarantees held under this clause as may be necessary in the opinion of the lessor to compensate the lessor for any loss or damage suffered or which may be suffered by the lessor by reason of the lessee's breach.</p> <p>(f) The lessee acknowledges that the lessor may apply such security bond without notice and any appropriation of the security bond by the lessor under this clause does not constitute a waiver of the lessee's breach and will not prejudice any other rights or remedies of the lessor in respect of the lessee's breach.</p> <p>(g) Any proportion of the bond that is not appropriated by the lessor in accordance with this clause must be refunded to the lessee within one (1) month of determination of this Lease or, upon assignment of the lease, within one (1) month of the lessor receiving from the assignee sufficient security in accordance with this clause from the assignee.</p>
3.10	Payment of costs	<p>(a) The lessee shall pay all costs and expenses (including the reasonable legal professional fees on a solicitor and own client basis, registration fees and stamp duty, if any) incurred paid or payable by the lessor in relation to:-</p> <ul style="list-style-type: none"> (i) the preparation, negotiation and execution of this Lease; (ii) all survey and/or drafting fees associated with the preparation of plans and/or the registration of this Lease. (iii) the reasonable costs and expenses incurred by the lessor in obtaining the consents of the lessor's mortgagees and (if required) the consent of the local authority to this Lease. (iv) stamping (if necessary) of this Lease together with any duplicate and/or triplicate copy hereof; (v) registration of this Lease; (vi) any document or documents prepared or to be prepared in fulfilment of any of the covenants conditions and stipulations contained in this Lease; (vii) any guarantee required to be given on behalf of the lessee as a condition to the granting of this Lease by the lessor; (viii) the calculation of the rental on each review; (ix) any reassessment of stamp duty(if any) on or arising out of this Lease; (x) the investigation of any proposed assignee or sub-lessee and any preparation execution and stamping of any document in relation to any assignment or sub-lease; (xi) any request by the lessee for the approval or consent of the lessor; (xii) any request by the lessee for the lessor that requires the lessor to review the terms of this Lease; (xiii) any surrender or partial surrender of this Lease; (xiv) any default or breach by the lessee of any of the lessee's

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		<p>covenants or obligations;</p> <p>(xv) any litigation commenced by or against the lessee (other than litigation between the lessor and the lessee) to which the lessor has been made a party and arising directly or in directly out of the lessee's occupancy of the Premises;</p> <p>(xvi) any matter arising out of or incidental to this Lease or any document collateral or ancillary to this Lease which the lessor is not precluded by law from recovering from the lessee.</p> <p>(b) The lessee shall pay to the lessor the costs and expenses referred to in this clause upon demand being made by the lessor on the lessee for payment. A demand for payment shall be deemed to have been duly made by the lessor on the lessee if a request or demand is made on the lessee by the lessor's solicitor and payment of the amount demanded by the lessee to the lessor's solicitor shall be a full and sufficient discharge to the lessee for the amount so paid.</p>
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Part 4 Use of Premises

4.1	Permitted Use	The lessee shall not use the Premises for any purpose other than as set out in Item 5 (which use shall not be exclusive to the lessee) without the prior consent in writing of the lessor.
4.2	Suitability of Premises	<p>The lessor does not expressly or impliedly warrant that:</p> <p>(a) the Premises are at the date of commencement hereof or will remain fit and suitable or adequate for all or any of the purposes of the lessee;</p> <p>(b) the lessee's use of the Premises is lawful or otherwise compliant with any act regulation ordinance or by law; or</p> <p>(c) the lessee's use of the Premises complies with any town planning scheme or classification of the Premises,</p> <p>and all warranties (if any) as to the suitability, fitness, adequateness, lawfulness of use or compliance of the Premises implied by law are hereby expressly negated and furthermore the lessee acknowledges that it has not relied on any such warranties or representations by the lessor as to the matters referred to in this clause.</p>
4.3	Licences and Permits	The lessee shall take out maintain and renew all licences permits consents and registrations required for the business in the Premises. In particular but without limiting the generality of the foregoing it is the responsibility of the lessee to obtain the consent of any planning authority which may be required for the lessee to carry on its business in the Premises and failure to obtain any such consent shall not relieve the lessee of its responsibility to pay rent and (unless those obligations may not be lawfully observed performed and fulfilled without such consent) otherwise to observe perform and fulfil its obligations hereunder.
4.4	Conduct of Business	The lessee shall at all times during the term keep the Premises open for trade during the usual business hours of other businesses of similar nature to the business carried on by the lessee and conduct the lessee's business therein at all times in good faith and in accordance with the best methods and in a reputable manner and will not commit or suffer or knowingly permit any illegal act to be committed or performed or done on the Premises.
4.5	Access to Premises	The lessee is entitled to twenty-four (24) hour, seven (7) days a week access to the Premises.

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4.6	Payment for Services	The lessee shall pay all charges for telecommunication services, water, electricity and gas consumed in or on the Premises including electricity and fuel used in the operation of any air-conditioning and/or mechanical ventilation plant which provides air-conditioning and/or ventilation exclusively to the Premises and all charges in respect of any telephone services connected to the Premises and telecommunications services. If such services are assessed separately for the Premises then the lessee must pay the lessor for those services within fourteen (14) days of being billed by the lessor for those charges.
4.7	Electricity	The lessee agrees that the electricity for the Premises is only to be connected with and supplied by an electricity supplier approved by the lessor. The lessor may in its sole discretion decide whether or not to consent to the lessee connecting and arranging the supply of electricity to the Premises by a supplier requested by the lessee. For the avoidance of doubt the lessee must not during the term of this Lease (or any extended period or holding over period) arrange for and establish an electricity supply for the Premises from any other provider other than the supplier approved by the lessor, unless agreed in writing by the lessor. The lessee acknowledges that this is an essential term of the Lease.
4.8	Interference with Services	The lessee shall not interfere with the water supply gas electrical plumbing or other services contained in or about the Premises or any of the appurtenances including air conditioning or fire equipment thereon without the prior approval in writing of the lessor which consent will not be unreasonably withheld.
4.9	Light and Power	The lessee shall not use any form of light or heat other than electric current or gas supplied through meters provided that this covenant shall not prevent the use of auxiliary power or lighting (other than exposed flame) during any period of power failure or power restrictions.
4.10	Heating Apparatus	The lessee shall not use any apparatus which radiates heat (other than apparatus for the heating of beverages or equipment used by the lessee in the ordinary course of its business) without the prior consent in writing of the lessor (which consent shall not be unreasonably withheld).
4.11	Electrical Circuits	The lessee shall not install any electrical equipment in the Premises that overloads the electrical services to the Premises. If the lessor at the request of the lessee upgrades the electrical services to accommodate the equipment which the lessee desires to install, the lessee shall pay to the lessor the entire cost to the lessor of such alterations (inclusive of consultants' fees) on a pro rata basis over the remaining term of the Lease.
4.12	Use of Appurtenances	The lessee shall not use or permit to be used the appurtenances contained in or about the Premises for any purpose other than those for which they were constructed.
4.13	Access to Equipment	The lessee shall not in any manner whatsoever obstruct or hinder access to the air conditioning or fire equipment in the Premises.
4.14	Shopfittings	<p>The lessee shall not without prior consent in writing of the lessor (which consent may be granted or refused subject to conditions in the discretion of the lessor);</p> <p>(a) erect or affix any blinds or awnings to the outside of the Premises;</p> <p>(b) erect or affix any blinds to the interior of the windows display windows or doors thereto;</p>

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		(c) or affix any shopfittings or office fitout to the floors walls or ceilings of the Premises
4.15	Blinds Shades and Awnings	All blinds shade awnings windows ventilators and other similar fittings and fixtures installed by the lessee with the consent of the lessor in or upon the Premises and visible from the outside of such Premises shall conform to the reasonable requirements and standards of the lessor as to design quality and appearance.
4.16	Holing of Walls	The lessee shall not cut make holes in deface drill damage nor suffer to be cut holed marked defaced drilled or damaged any of the floors walls ceilings or any other parts of the Premises except so far as may be reasonably necessary for the erection of approved signs blinds awnings shop fittings, office fitout or partitions as aforesaid and on removal of any such signs blinds awnings fittings fitout or partitions the lessee shall reinstate repair and make good any damage caused in or about the erection or removal thereof.
4.17	Erection of Signs	Save and except such signage as is reasonably necessary to identify the location and name of the lessee's business the lessee shall not without prior approval in writing of the lessor (which approval shall not be unreasonably withheld) paint erect display affix or exhibit any sign or notice on or to the exterior of the Premises or on or to any part of the building complex. The lessee must also obtain the lessor's consent to plans and specifications in respect of the signs and where it can be placed on the building before it is installed. The lessee shall meet all costs associated with such installation and be responsible for obtaining all appropriate authorisation and licences of the local authority in respect of the installation of the signage. The lessee is not required to pay any additional rent or any other charge to the lessor for signage rights during the term of the lease.
4.18	Maintenance and Fittings	The lessee shall keep and maintain and replace as necessary as determined by the lessee so as to preserve the good appearance of all partitions shop fittings display counters and floor coverings in the Premises and shall at its own expense from time to time replace all blown light bulbs, fluorescent tubes, starters and tap washers in the Premises.
4.19	Use of Plumbing	The lessee shall not use or permit nor suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in or about the Premises for any purposes other than those for which they were constructed or provided and no sweepings rubbish or other matter shall be deposited therein and any damage thereto caused by misuse shall be made good by the lessee forthwith.
4.20	Drains and Wastes	The lessee shall immediately advise the lessor of any blockages which may occur in any waste pipes drains and conduits originating within the Premises and the same shall be cleared by licensed tradesmen employed by the lessor.
4.21	Keep Safe	The lessee will be responsible to protect and keep safe the Premises and any property contained therein from theft, robbery, cyclonic and other weather events and shall keep all doors and windows and other openings closed and securely fastened when the premises are not in use. In the event that there is advance warning of the expectation of cyclonic weather conditions the lessee must tape any glass doors and windows. The lessor reserves the right for its manager agent caretaker or other duly authorised person to enter the Premises and fasten the same if not left securely fastened.
4.22	Inflammable	The lessee shall not bring upon or store in the Premises any explosive or

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	Substances	any inflammable or corrosive fluids or chemicals except such as are normally consumed or sold by the lessee in the conduct of its business and then only as long as the same are confined in containers in which they are normally sold to the public.
4.23	Annoying or Injurious Conduct	The lessee shall not at any time during the term use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the Premises any noxious noisome or offensive act trade business occupation or calling and no act matter or whatsoever shall at any time during the continuance of this Lease be done in or upon the Premises which shall or may be or grow to the annoyance nuisance grievance damage or disturbance of other lessees or occupiers of the Premises or persons otherwise lawfully therein or occupiers or owners of any adjacent premises .
4.24	Cleaning	The lessee shall keep the Premises in a thorough state of cleanliness and shall not allow any accumulation of useless property or rubbish therein and shall at its own expense cause the Premises and the shop fronts and display windows (if any) to be cleaned regularly a thorough state of cleanliness and dressed at all times.
4.25	Refuse	The lessee shall at its own cost and expense cause all wet refuse (if any) to be removed daily and all packing and other waste materials which are not removed by the local authority to be removed periodically so that they do not become visible from the common areas. Refuse which is removed by the local authority shall be properly wrapped and placed in locked bins located in positions nominated by the lessor.
4.26	Rodents and Vermin	The lessee shall at its own cost and expense keep the Premises free and clear of rodents termites cockroaches and other vermin.
4.27	Infectious Diseases	In the event of any infectious disease happening upon the Premises which may require notification by virtue of any statute regulation or ordinance the lessee shall give all the necessary notices and any other information which may be required in respect thereof to the proper authorities and shall give notice in writing thereof to the lessor and shall at its own expense thoroughly fumigate and disinfect the Premises.
4.28	Trade Waste	The lessee at its sole cost shall ensure that all trade waste generated from its use of the Premises is disposed of lawfully in accordance with all requirements of the local authority.
4.29	Grease Trap	The lessee shall keep clean and maintain the grease trap (if any) serving the Premises.
4.30	Auction Sales	The lessee shall not in any circumstances hold or permit to be held any auction sales in or about the Premises
4.31	Public Address Systems	The lessee shall not operate or permit to be operated within the Premises any radio or television receiver loud speaker amplifier or other similar device in such manner that the sound therefrom may be heard in any part of the common areas or in premises occupied by others.
4.32	Overloading of Floors	The lessee shall not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the lessee's use of the Premises as herein provided and in any event should any such machinery plant or equipment be of such nature or size as to cause (or in the opinion of the lessor be likely to cause) any structural or other damage to the concrete slab or other floors or supporting walls or any other parts of the Premises or the common areas. Before bringing any such equipment upon the Premises or the common areas the lessee shall inform

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		the lessor of the lessee's intention so to do and the lessor may direct the routing installation and location of all such machinery plant and equipment and the lessee shall observe and comply with all such directions.
4.33	Fire Systems and drills	The lessee shall at its cost be responsible for installing fire detecting devices in the Premises for ensuring compliance with all relevant statutory requirements and by-laws, shall carry out regular inspections of those devices to ensure they are in satisfactory operating order and shall be responsible for replacing the batteries in devices but otherwise the lessor shall be responsible for the installation and inspection or maintenance of fire extinguishers and associated fire fighting equipment and the installation and inspection or maintenance of all illuminated fire safety exit signs. The lessee must perform fire drills and observe all necessary emergency evacuation procedures and the lessee must together with all persons under its control cooperate with the lessor in performing those drills and procedures. Any fire safety precautions required as a consequence of the use of the Premises for the Permitted Use must be observed by the lessee at the lessee's cost.
4.34	Air-Conditioning	<p>The lessee shall at all times during operation of the air-conditioning plant and equipment servicing the Premises (if any);</p> <p>(d) use the lessee's best endeavours to keep those parts of the air conditioning plant and equipment which are visible and accessible from and within the Premises clean and free of any objects which may interfere with the good working order of the air conditioning plant and equipment;</p> <p>(e) be responsible for the cost and expense of all service, maintenance and routine repairs in relation to the air conditioning plant and equipment and enter into maintenance contracts with reputable contractors in respect of the service, maintenance and routine repairs in relation to the air conditioning plant and equipment and ensure that such work is conducted in a proper and tradesman-like manner; and</p> <p>(f) pay for any repairs or replacement of the air conditioning plant and equipment as a consequence of any breach of this clause..</p>
4.35	Observance of by-laws	The lessee must ensure the observance by the lessee its employees, agents and invitees of any by laws that apply to the Premises.

Part 5 Insurances

5.1	Liability Insurance	The lessee shall at its own expense insure and keep insured with a reputable insurance company for an amount of not less than the amount stated in Item 10 or such sum as the lessor may from time to time require against liability in the form of a standard public liability insurance policy and shall produce to the lessor the policy or such evidence satisfactory to the lessor of the renewal thereof whenever requested by the lessor so to do.
5.2	Glass	The lessee shall insure and keep insured all plate or other glass in or about the Premises against breakage under a policy with a reputable insurance company and shall produce evidence of the currency of such insurance to the lessor whenever requested by the lessor so to do.
5.3	Excess	The lessee shall from time to time on demand by the lessor pay to the lessor all extra or excess premiums and other charges (if any) for insurances effected by the lessor payable on account of extra risk caused by the use to which the Premises are put by the lessee .

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5.4	Fittings and Stock	The lessee shall at its own expense insure and keep insured its partitions plant fittings and stock-in-trade contained in or about the Premises to the full insurable value thereof against loss or damage occasioned by fire-fighting activities fusion explosion lightning civil commotion flood the overflow or escape of water liquids or sewerage rainwater storm tempest earthquake burglary and malicious damage and shall produce evidence of the currency of such insurances to the lessor whenever requested by the lessor so to do.
5.5	Voiding Insurance	The lessee shall not at any time do or permit to be done any act manner or thing whereby any insurances effected by the lessor in respect of the building may be rendered void or voidable or (except with the prior approval in writing of the lessor) whereby the rate of premium on any such insurances shall be liable to be increased.
5.6	Lessor's Interest	If permitted by the insurer, the lessor's interest in all policies of insurance required under this 4.35 shall be noted on the respective policies of insurance.

Part 6 Liability and Indemnity

6.1	Assumption of Risk	Except to the extent that the cause of any claims or demands under this clause has been solely caused by any negligent act or omission on the part of the lessor or such of its servants and other persons for whom the lessor is vicariously liable, the lessee agrees to occupy use and keep the Premises at the risk of the lessee and hereby releases to the full extent permitted by law the lessor and its agents servants contractors and employees from all claims and demands of every kind resulting from any accident damage or injury therein caused or contributed to by the lessee. The lessee expressly agrees that the lessor shall have no liability for any loss of or damage to fixtures or other personal property of the lessee save as a result of the willful or negligent acts of the lessor or its servants agents and workmen and invitees. Nothing in this clause will require the lessee to release the lessor in respect of any claims or demands made to the extent of the lessor's contribution (or that of the lessor's servants and other persons for whom the lessor is vicariously liable) to the subject matter of those claims or demands under this clause.
6.2	Lessee's Indemnity	<p>Except to the extent that the cause of any actions, claims, demands, losses, damages, costs and expenses referred to in this clause have been caused solely by any act or omission on the part of the lessor such of its servants or other persons for whom the lessor is vicariously responsible, the lessee shall and does hereby indemnify and hold indemnified the lessor from and against all actions claims demands losses damages costs and expenses which the lessor may sustain or incur or for which the lessor whether during or after the term hereof may be or become liable in respect of or arising from:-</p> <ul style="list-style-type: none">(a) the negligent use misuse waste or abuse by the lessee or any servant agent invitee licensee of the lessee of the water gas electricity oil lighting or other services to or facilities of the Premises or the Premises;(b) the overflow or leakage or escape of water fire gas electricity or any other agent whatsoever in or from the Premises;(c) loss damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Premises by the lessee or any person claiming through or under the lessee;

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		(d) loss damage or injury from any cause whatsoever to any property or person within or without the Premises or the building caused or contributed to by the failure of the lessee or any person claiming through or under the lessee to observe or perform any of the covenants conditions and restrictions on the part of the lessee hereunder whether positive or negative expressed or implied.
6.3	Limit of Liability	The lessee does not indemnify nor hold indemnified the lessor in respect of the matters raised in the preceding clauses to the extent of any conduct by the lessor (or the lessor's servants and other persons for whom the lessor is vicariously liable) contributing to the cause of any actions, claims, demands, losses, damages, costs and expense referred to in this Part 6.
6.4	Lessor Not Liable	The lessor shall not be liable to the lessee for any loss or damage suffered by the lessee for any malfunction failure to function or interruption of or to the air conditioning or fire equipment or the water, gas, electricity or other services or the appurtenances contained in or about the Premises or the common areas or for the blockage of any sewers, waste drains, gutters, downpipes or storm water drains for any cause whatsoever except to the extent that the loss or damage is caused or contributed to as a result of the willful or negligent acts of the lessor its servants agents workman and invitees.
6.5	Interruption of Services	The lessor shall not be liable for any loss or damage of or to any property or effects of the lessee or of any other person associated with the lessee as aforesaid nor for any personal injury sustained by the lessee (if a natural person) or by any such other person from the said building howsoever occurring nor for any accident damage or injury to any person or property in the building whether arising from fire storm tempest rainwater explosion the overflow of water or escape of water liquids or sewerage or the failure of the electricity or water supply the operation or failure to operate of any equipment and other machinery therein or otherwise except to the extent that the accident damage or injury is caused by the willful or negligent acts of the lessor or its servants agents workmen and invitees.

Part 7 Lessors Covenants and Reservations

7.1	Roof	The lessor reserves the sole and exclusive right to the use of the roof of the Premises including the right to erect and display advertising signs thereon.
7.2	Quiet Enjoyment	The lessee paying the rent and duly and punctually observing the covenants on its part hereunder may peaceably enjoy the Premises for the term without any interruption or disturbance from the lessor.
7.3	Structural Soundness	The lessor shall take steps reasonably required to maintain the structural soundness of any building comprising the Premises and its watertightness from inclement weather.
7.4	Rates Taxes and Outgoings	The lessor shall pay as and when the same shall become due for payment all municipal rates water and sewerage rates land tax and other outgoings from time to time assessed levied or imposed on the whole of the said Land and any land which may hereafter become or form part of the Premises except any charges associated with trade waste permits, volumetric charges and annual fees in relation to the discharge of trade waste and any other charges which are the responsibility of the lessee to pay directly.
7.5	Lessor's Insurances	The lessor shall effect and maintain reinstatement insurance in respect of the improvements from time to time erected within the Premises for their full insurable value against fire storm and tempest and other usual risks and

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		shall produce evidence of currency of such insurances to the lessee whenever requested by the lessee to do so.
7.6	Replacement of Air Conditioning	<p>If the lessor determines that the air conditioning plant and equipment servicing the Premises is damaged or destroyed due to fire flood lightning storm tempest or other disabling cause or as a result of wear and tear, the lessor may at its option repair or replace the air conditioning equipment within a reasonable time of such damage or destruction occurring provided that if the air conditioning equipment fails to function for any reason as a consequence of the lessee's failure to meet its obligations under clause 4.34 of this Lease the lessee must pay for such repairs and replacement and reimburse the lessor for such costs incurred by the lessor and irrespective of whether the air conditioning equipment fails to function for any reason as a consequence of the lessee's failure to meet its obligations under the lease the lessee shall not by reason of the damage or destruction of the air-conditioning plant and equipment be entitled to determine this Lease nor shall the lessee have any right of action or claim for compensation or damages or abatement of rent against the lessor in respect thereof.</p>
7.7	Right of Entry	<p>The lessor reserves the right and the lessee shall permit the lessor with contractors workmen and others and with all necessary materials machinery and appliances at all times to enter upon the Premises or to interrupt the services thereto for all or any of the following purposes:-</p> <ul style="list-style-type: none">(a) effecting any alterations remodeling or repairs which may be incumbent upon the lessor by law or which the lessor may wish to carry out for ensuring the safety and preservation of the Premises or any other part of the Premises; or(b) erecting laying or installing in under or over the Premises any poles masts posts drains conduits pipes mains cables electric or other wires which may be required for any existing or future services to the Premises or any part thereof; or(c) inspecting removing installing maintaining or repairing altering or adding to the air conditioning fire equipment appurtenances or any water gas electrical telephone plumbing ventilation or other services to the used premises or any part thereof <p>PROVIDED ALWAYS that except in any emergency (as to which the lessor shall be the sole judge) when this right of entry may be exercised without notice and at any time the lessor shall provide at least seven (7) days written notice to the lessee and shall carry out such works in such a manner as to minimise so far as may be practicable any inconvenience or interruption to the business of the lessee caused thereby.</p>
7.8	Additions to the Building	<p>The lessor may at any time during the term hereof enlarge vary the building and in so doing (but without in any way limiting the generality of the foregoing) may:-</p> <ul style="list-style-type: none">(a) acquire or dispose of any land;(b) permanently encroach upon any car parking areas;(c) employ or use the air space above or below any part of any car parking areas; or(d) interrupt the water gas electrical or other services to the Premises <p>PROVIDED ALWAYS that the lessor shall provide at least sixty (60) days written notice to the lessee and shall carry out such works in such a manner</p>

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		as to minimise so far as may be practicable any inconvenience to or interruption to the business of the lessee caused thereby or otherwise cause any reduction of the area of the Premises or the number of car parking spaces included in this lease (if any).
7.9	Viewing	The lessor reserves the right and the lessee shall permit at all reasonable times of the day prospective purchasers of the Premises (and also prospective tenants of the Premises during the period three (3) months immediately preceding the date of expiry of this Lease) either bearing the written authority of or of accompanied by the lessor or its agents to view the Premises provided that the lessor first gives the lessee at least seven (7) days notice in writing.
7.10	Lessors Personal Property	<p>(a) The lessee agrees with the lessor that to protect the lessor's interest as set out in this Lease over any personal property of the lessor that will remain located within the Premises and as security for the obligation by the lessee for payments of moneys to the lessor under this Lease the lessor may register this Lease as a security interest on the Personal Property Securities Register (PPSR) for payment of monies by the lessee or performance of any obligation by the lessee hereunder and secured over any personal property of the lessor or the lessee located at or abandoned on the Premises or over which the lessor otherwise purports to exercise rights of possession under this Lease.</p> <p>(b) Despite any provision requiring notices under this Lease to provided in a specific manner or form, notices and documents required or permitted to be given to the lessor for the purpose of the PPSA must be given in accordance with the PPSA.</p> <p>(c) The lessee waives the right to receive any notice under the PPSA (including notice of verification statement) unless the notice is required by the PPSA and cannot be excluded.</p>
7.11	Keys	All keys, swipe cards and other devices required to gain access to entry and exit doors, gates and other amenities to enter the Premises or the Building and other amenities shall be and remain the property of the lessor and should the lessee request replacement or duplicate keys, swipe cards or other devices for that purpose from the lessor (who shall have the exclusive right to supply those items) the lessor shall supply such keys, swipe cards or other devices as it deems fit at the cost and expense of the lessee and the lessor may require the lessee to pay to the lessor in advance the anticipated costs of such supply.
7.12	Managing Agent	The lessor may from time to time appoint a managing agent to manage the Building and any managing agent so appointed shall represent the lessor and all matters relating to this Lease accepting so far as the lessor shall otherwise in writing direct and provided always that any communication from the lessor to the extent of any inconsistency shall supersede any communication from the managing agent.
7.13	Caretaker	In addition to the appointment of a managing agent, the lessor may from time to time appoint a caretaker who shall be afforded the rights of entry to the Premises hereby conferred upon or reserved by the lessor and who shall also be charged with the policing and administration of any rules and regulations in respect of the Building.
7.14	Rules	The lessor may at any time implement rules and regulations in connection with the occupation and use of the Building and Premises in addition to the terms set out in this Lease and the lessee must ensure compliance with

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	those rules and regulations by the lessee, its employees, servants and agents.
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Part 8 Damage or Destruction

8.1	Determination of Lease	If at any time during the term the Premises shall be totally or partially destroyed or damaged by fire flood lightning storm tempest or other disabling cause without any neglect or default on the part of the lessee so as to render the Premises substantially unfit for the use or occupation by the lessee this Lease may be determined by either party by notice in writing to the other without compensation from either party to the other but without prejudicing the rights of either party in respect of any antecedent breach of other matter provided that the lessee may not so determine this Lease unless the lessor shall have first failed to rebuild or reinstate the Premises to their former condition within a reasonable time after a written request from the lessee to the lessor so to rebuild or reinstate. If the lessor proposes to rebuild or reinstate or make fit for occupation the Premises after an event referred to in this clause, then it must elect to do so in writing to the lessee within ninety (90) days of that event.
8.2	Abatement of Rent	Pending any such determination by either party as aforesaid consequent upon the happening of any such damage or destruction as aforesaid the rent according to the nature and extent of the damage sustained shall abate and all or any remedies for the recovery of such rent or such proportionate part thereof (as the circumstances of the case require) shall be suspended and the covenants to repair herein contained so far they relate to any such destruction or damage shall be suspended until the Premises shall have been rebuilt or reinstated or made fit for the use of any occupation by the lessee.
8.3	Arbitration of Disputes	In the event of dispute arising under this part the dispute shall be referred at the instance of either party for determination by a registered valuer (who shall be deemed to be acting as an expert and not as an arbitrator) appointed by the President or Acting President for the time being of the Queensland Division of the Australian Property Institute. The cost of obtaining any such determination shall be borne equally between the lessor and Lessee.

Part 9 Maintenance Repair and Alterations

9.1	Lessee's Obligation to Repair	The lessee shall when where and so often as the need shall be maintain repair and keep the whole of the Premises in good and substantial repair, working order and condition damage by fire and flood lightning storm tempest reasonable wear and tear only excepted and in particular will replace all broken glass windows and glass doors provided that nothing herein contained shall impose any obligation upon the lessee to do any work of a structural nature except such as may be occasioned by any act neglect or default of the lessee its servants agents subtenants invitees or licensees or other persons claiming through or under the lessee or by its use or occupancy of the Premises.
9.2	Lessee to Comply with Orders	The lessee shall at the lessee's expense from time to time forthwith comply with all statutes ordinances proclamations orders or regulations present or future affecting or relating to the Premises and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental city municipal health licensing civic or any other authority having jurisdiction or authority over or in respect of the Premises or

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		the use thereof and keep the lessor indemnified in respect of all such matters in this clause referred to provided that the lessee shall be under no liability in respect of any structural alterations not caused by the lessee's use and occupation of the Premises or by any act neglect or default of the lessee.
9.3	Repainting	The lessee will on the occasions or with such frequency as stipulated at Item 11 have painted by a qualified house painter in two (2) coats of paint in a colour to be advised by the lessor the inside wood, iron gyprock and other works now or usually painted in a workmanlike manner and repaper with paper of a quality as at present such parts of the premises as are now papered and also wash whiten or colour such parts of the Premises as are now plastered.
9.4	Entry to Carry Out Repairs	<p>The lessee shall permit the lessor its architects contractors workmen servants and agents at all reasonable times on reasonable notice to enter (except in the case of emergency when entry may be made at any time without prior notice being given) and carry out repairs, maintenance, renovations or alterations to the Premises or to any part thereof or to the common areas or any part thereof in compliance with the lessor's obligations under any head lease or under the provisions of this Lease or otherwise deemed necessary or desirable by the lessor provided that upon the lessor exercising his right under this clause:-</p> <ul style="list-style-type: none">(a) the lessor shall upon request by the lessee provide the lessee with the names of all persons who at the request of the lessor do enter upon the premises outside normal business hours;(b) the lessor shall ensure that the lessor's employees contractors or agents take reasonable care in avoiding loss or damage to the stock and other possessions of the lessee;(c) the lessor shall ensure that as far as practicable the lessor's employees, contractors or agents shall cause minimal disruption and inconvenience to the lessee and the lessee's occupation of the Premises;(d) the lessor's employees, contractors or agents shall comply with the lessee's reasonable security requirements;(e) the lessor shall give the lessee a reasonable opportunity for a representative of the lessee to be present at those times when the lessor's employees, contractors or agents enter upon the Premises; and(f) in the event that there is damage caused to the property of the lessee by the lessor's employees, contractors or agents, and the lessor's employees, contractors or agents have not rectified the damage, the lessor agrees to rectify such damage.
9.5	Entry to View Premises	The lessor may at all reasonable times outside of normal business hours upon giving the lessee reasonable notice enter upon the Premises (except in case of emergency when entry may be made at any time without prior notice being given) and view the state of repair thereof and may serve upon the lessee a notice in writing of any defect repair or maintenance for which the lessee may be responsible hereunder requiring the lessee within a reasonable time to repair or remedy the same at the lessee's cost. In default of the lessee so repairing or remedying it shall be lawful for the lessor from time to time to enter and execute the required repairs or remedial works as if the lessor were the lessee and for that purpose the lessor its architects contractors workmen servants and agents may enter upon the whole or any

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		part of the Premises and there remain for the purpose of doing such thing and any expenses and costs of carrying out such work shall forthwith be payable by the lessee to the lessor. In exercising its rights under this clause, the lessor shall as far as practicable cause minimal disruption and inconvenience to the lessee and the lessee's occupation of the Premises, shall comply with the lessee's reasonable security requirements, shall give the lessee a reasonable opportunity to have a representative of the lessee present at all times that the lessor or its architects, contractors, workmen, servants and agents enter upon the Premises, and in the event of any damage to the lessee's stock or other possessions contained within the Premises or caused as a consequence of entry by the lessor or its architects, contractors, workmen, servants and agents, the lessor shall be responsible for rectifying any such damage only if the lessor's architects, contractors, workmen, servants and agents do not in the first instance agree to so rectify that damage.
9.6	Repairs Extensions or Additions by Lessor	Notwithstanding anything herein express or implied and in particular notwithstanding the covenant on the part of the lessor for quiet enjoyment the lessor shall be entitled to repair extend or add to the building and for this purpose to erect hoardings scaffolding and to use equipment and plant for such purposes. The lessor shall in so doing cause as little inconvenience and interruption to the lessee as it reasonably can consistent with the effective and economical carrying out of such work of repair.
9.7	Other Alterations	<p>(a) If at the request of the lessee the lessor agrees to carry out or effects any alterations or additions to the Premises then the lessee will as and from the date of completion of those alterations or additions pay the lessor as further rental an amount per annum to be agreed upon by the parties to reflect any increased area of the Premises and/or improvement in the quality or amenity of the Premises.</p> <p>(b) Subject to subclause (d), any alterations to the Premises which may be required by law to make or keep the Premises suitable for use by the lessee in its business will be effected by and at the expense of the lessee but must not be commenced until the lessee has first obtained the lessors consent in writing which consent shall not be unreasonably refused having regard only to the interests of the lessor.</p> <p>(c) Subject to subclause (d), the lessee shall not make or cause to be made any alterations additions or improvements to the Premises of a kind not referred to in the preceding clauses of this section without the consent in writing of the lessor first had and obtained which consent may be granted upon such terms and conditions as the lessor considers reasonable.</p> <p>(d) In all cases where the lessee requests the lessor's consent for alterations, additions or improvements to the Premises:</p> <p>(i) the lessee must first deliver to the lessor full detailed drawings and other specifications of the proposed works and particulars of the materials proposed to be used and the identity and qualification of the contractors to be used to enable the lessor to consider the lessees request for the lessors consent; and</p> <p>(ii) the lessee must pay to the lessor immediately on demand all costs and expenses incurred by the lessor including architects and other consultants fees payable by the lessor whether or not the lessors consent is granted.</p>

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9.8	Notice of Damage	The lessee shall promptly advise the lessor in writing of any damage sustained to the Premises or any part thereof or of the defective operation of the air conditioning or fire equipment or of any of the appurtenances therein.
9.9	Workplace Health & Safety	<p>(a) If any work undertaken by the lessee would make the premises a "workplace" within the meaning of Section 8 of the <i>Work Health & Safety Act 2011</i> (Qld) ("the WHS Act") the lessee (as "personal conducting the business or undertaking" for the purpose of the WHS Act) must appoint the person engaged by the lessee to carry out the work ("a person with management or control of a workplace" for the purposes of the WHS Act).</p> <p>(b) The lessee indemnifies the lessor against any liability of the lessor under the WHS Act as owner if any work undertaken by the lessee would make the premises a "workplace" within the meaning of Section 8 of the WHS Act.</p> <p>(c) The provisions of this clause of this Lease apply irrespective of whether the work has been carried out under the supervision of the lessor or any person nominated by the lessor.</p>
9.10	Asbestos	The lessee hereby acknowledges that the lessor is under no obligation to produce to the lessee a report identifying asbestos containing materials or an asbestos register.
9.11	Contamination of Land	The parties hereto acknowledge that so far as is known the land upon which the Premises is situated is not presently contaminated land within the meaning of the <i>Environmental Protection Act 1994</i> (Qld). The lessee agrees to operate his business on the Premises so as not to allow any contamination of the site or surrounding area and in the event of such contamination occurring the lessee shall immediately notify the lessor and such parties as are prescribed under the Act and shall take all steps immediately to contain such contamination and shall be responsible for the costs of removal of any such contamination as soon as reasonably practical and without demand by the lessor.

Part 10 Determination of Lease

10.1	Lessee to Yield Up	<p>The lessee shall at the expiration or sooner determination of this Lease peaceably surrender and yield up unto the lessor the whole of the Premises and every part thereof in good and substantial repair order and condition in all respects in accordance with the requirements stipulated in the terms of this Lease and clean and free from rubbish damage by fire flood lightning storm tempest reasonable wear and tear only excepted and must reinstate or make good the Premises to ensure the Premises are left in the repair and condition required under clause 9.1 and in particular:</p> <p>(a) if the lessee has not already discharged its obligation to repaint the Premises in accordance with clause 9.3 and if the lessor reasonably determines that due to wear and tear during the current term of the lease the Premises require repainting, the lessee shall repaint the interior of the offices and accommodation comprising the Premises in the current colours to a maximum of two coats of paint provided that the lessor must at all times act reasonably under this clause;</p> <p>(b) shall remove all of its signs from the building and make good any damage caused to the building as a consequence thereof; and</p> <p>(c) have the carpets (if any) professionally shampooed at the lessee's expense and leave the same in a good state of repair, fair wear and</p>
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		tear excepted.
10.2	Removal of Fittings	Provided the lessee shall have duly paid the rent hereby reserved and duly observed performed and fulfilled all the covenants terms and conditions on its part to be observed performed and fulfilled hereunder the lessee may during the last fourteen (14) days of the term hereof remove from the Premises all fixtures fittings signs and notices which have been erected or installed by the lessee during or prior to the term hereof or purchased with the consent of the lessor from any previous Lessee of the Premises (other than shop fronts and other than fixtures the cost of which has been paid or subsidised by the lessor or its predecessors in title) provided that such removal can be effected without causing any damage to the Premises.
10.3	Abandoned Fittings	Any fittings fixtures or contents not removed by the lessee shall be deemed abandoned by the lessee and may be appropriated or disposed of in such manner as the lessor shall think fit at the lessor's cost, provided that the lessor may retain the proceeds of sale of any fittings, fixtures or contents disposed of by the lessor without any requirement to account to the lessee.
10.4	Removal of Stock	<p>The lessee shall remove from the Premises all stock-in-trade and other moveable chattels prior to the expiration of the term hereof except that if this Lease is determined prior to the due date of expiry the lessor shall, if requested so to do by the lessee, allow the lessee its servants and contractors access to the Premises during any one (1) of the three (3) days (excluding Saturdays Sundays and public holidays) next following the date of determination between the hours of 9.00 am and 5.00 pm for the purpose of removing any such stock-in-trade and moveable chattels from the Premises. If the lessee shall fail to remove any such stock-in-trade or chattels as mentioned in this clause the lessor may at its option:-</p> <p>(a) cause any such stock-in-trade or chattels to be removed and stored in a public warehouse or elsewhere at the risk and at the cost of the lessee; or</p> <p>(b) treat any such stock-in-trade or chattels as if the lessee had abandoned its interest therein and deal with the same in such manner as the lessor shall think fit.</p>
10.5	Abandoned Premises	In the event of the lessee vacating or abandoning the Premises or otherwise repudiating this Lease without lawful excuse prior to the expiration of the term hereof the lessor may without being under any obligation so to do seek to find another lessee for the Premises and for that purpose the lessor may from time to time enter upon the Premises and permit prospective lessees to view the same and may otherwise do all such acts and things as are in the opinion of the lessor necessary to renovate restore clean and secure the Premises (including changing the locks thereof) without accepting or being deemed to have accepted a surrender of this Lease it being the intention of the parties that this Lease and the obligations of the lessee hereunder shall subsist until such time as another person enters into occupation of the Premises as otherwise lawfully determines the same . For the purpose of this clause the lessee shall be deemed to have vacated the Premises if it ceased to carry on its permitted business therein for a period of seven (7) consecutive days without having paid in advance the instalments payable on account of rent and contributions to outgoings in respect of that period of seven (7) days.
10.6	Indemnity	The lessee shall indemnify and hold indemnified the lessor in respect of any damage done to the Premises in or about the removal of such stock-in-trade

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		or items referred to in clause 10.2 by the lessee its servants or contractors and also in respect of any costs incurred by the lessor in the removal and storage thereof as aforesaid and also in respect of all claims demands actions costs judgments and expenses which the lessor may suffer or incur at the suit of any person (other than the lessee) claiming an interest in such stock-in-trade or chattels by reason of the lessor acting in any manner abovementioned.
10.7	Holding Over	In the event of the lessee holding over after the expiration or prior determination of the term with the consent in writing of the lessor the lessee shall become only a monthly tenant of the lessor at a monthly Rent calculated as provided in clause 3.2 based on the most recent review date (such rent being payable monthly in advance) and otherwise as far as they are applicable to a monthly tenancy subject to the terms and conditions of this lease as far as applicable to a monthly tenancy. Such tenancy may be determined by one (1) month's notice in writing from either party to the other given at any time and to expire on any day.

Part 11 Variation to Lease

11.1	Assignment and Sub-Leases	<p>The lessee will not sublet assign transfer or part with possession of the Premises or any part thereof without the prior written consent of the lessor and the lessor HEREBY AGREES that in the event of the lessee wishing to assign transfer or sublet the Premises or any part thereof to any person and any change of the principal shareholding or control of the lessee as referred to and detailed in clause 11.2 shall be deemed to be an assignment of the lease and the lessor shall not unreasonably withhold its consent to such assignment transfer or sublease if:-</p> <ul style="list-style-type: none">(a) in case of a proposed assignment, transfer or sublease, the proposed assignee, transferee or sublessee is a respectable, responsible, solvent, fit and suitable person or corporation, the onus of proving which shall be on the lessee;(b) the lessee procures the execution by such assignee transferee or sublessee of an assignment or transfer of this Lease or of a sublease to which the lessor is a party in such form as the lessor or its Solicitors shall approve of any such assignment or transfer to contain (inter alia) a stipulation that the lessee's obligations under the Lease remain irrespective of such assignment or transfer;(c) all rent due and payable shall have been paid and there shall not then be any existing unremedied breach of the covenants conditions and agreements herein contained provided that breaches which have been either waived by the lessor or assumed by the transferee, assignee or sublessee shall not be deemed to be unremedied breaches for the purpose of this subclause;(d) if the assignee, transferee or sublessee is a corporation then the lessee shall procure the execution of all of its directors in terms satisfactory to the lessor whereby the directors have personally guaranteed the performance of all of the obligations of the assignee, transferee or sublessee under the lease or sub-lease;(e) such assignment, transfer or sublease is approved by the solicitors for the lessor at the cost and expense in all respects of the lessee in the first instance or, if the lessor agrees, at the cost and expense such assignee, transferee or sublessee.
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11.2	Change in control	<p>If the lessee is a company other than a corporation whose voting shares are listed on any Australian Stock Exchange then the lessee hereby covenants with the lessor that no transfer of any share or shares in the capital of the lessee shall be registered recorded or entered in its books and that no beneficial interest in any such share or shares shall be dealt with and that no new shares shall be issued or other action taken or attempted to be taken having the effect that after any such proposed change the shareholders of the lessee at the Commencement Date of this Lease together shall beneficially hold or control less than fifty-one percent (51%) of the voting income and capital participation rights in the lessee or less than that percentage of any (1) or more of such rights of the lessee without the prior consent in writing of the lessor on the basis that such change shall require the same consent of the lessor as an assignment of the lease which consent shall not be unreasonably withheld where:</p> <ul style="list-style-type: none">(a) the lessee gives to the lessor not less than one (1) month's notice in writing of the intention of the lessee's directors to deal with any such transfer or interest or to issue such shares or to take such other action as aforesaid;(b) the lessee is not in unremedied default under any of the covenants and agreements on the lessee's part herein contained after receiving written notification from the lessor to remedy the default within a reasonable time or the lessee is otherwise in breach of its obligations under this Lease;(c) the person or persons to whom it is proposed to transfer or issue shares or in whom it is proposed any such rights shall become vested (hereinafter called "the proposed transferees") shall prove to the satisfaction of the lessor that they are each respectable responsible and solvent persons and that the corporation will remain capable of adequately carrying on the business carried on by it in the Premises; and(d) the proposed transferees of the shares furnish to the lessor a joint and several guarantee in the form required by the lessor that the lessee will perform and keep the covenants and the agreements on the lessee's part contained in the lease.
11.3	Option for Renewal	<p>Provided that the lessee is not currently in breach of the terms of this Lease in respect of payment of rent and other monies payable hereunder to the lessor and shall have otherwise strictly observed and performed the terms covenants and restrictions on the part of the lessee hereunder or having failed to strictly observe and perform those terms covenants and restrictions have remedied their default and if the lessee shall have given notice in writing of its intention in that behalf to the lessor no more than six (6) months and no less than three (3) months prior to the expiration of the term hereof the lessee shall have the right to be granted a further lease of the Premises;</p> <ul style="list-style-type: none">(a) for a term as stated in Item 9(b) (the New Lease);(b) commencing on the day stated at Item 9(c);(c) for an annual rental calculated in accordance with Item 15;(d) and otherwise upon the same terms and conditions as are herein contained except that it is the intention of the parties that the total term of this Lease available to the lessee if the lessee exercises all rights of renewal shall not exceed the aggregate of the Term in Item 6 and the terms of the options in Item 9 and to this end each New Lease upon

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		<p>renewal shall be varied to reflect that an option is no longer available to be exercised by the lessee including (unless the parties agree otherwise) the following variations:</p> <ul style="list-style-type: none"> (i) the value at Item 6 of the Form 7 Lease to which this Schedule is attached for "Options" shall be deleted; (ii) at Item 7(c) the additional rent shall be deleted and replaced with "Not applicable"; (iii) at Item 7(d) the Rent Commencement Date shall be replaced with "The Commencement Date of the New Lease"; (iv) the values at Item 9 under "Renewal Option" shall be deleted and be replaced with the words "Not applicable"; and (v) the dates at Item 15 for the rent reviews shall be amended accordingly.
11.4	Execution of Documents	<p>In the event of the option for renewal being exercised the parties must co-operate in the execution of either a deed of exercise of option, a deed of amendment or a new lease as determined in the lessor's absolute discretion any such document is to be prepared by the lessor's solicitors at the cost of the lessee. If the rent for such further term has not been determined by the due date for the commencement thereof the lessee shall continue to pay the Rent in accordance with the Rent payable for the period immediate prior to the rent review and pending the execution of the document prepared under this clause shall be deemed to be holding over such that the Rent so paid shall be credited against the Rent for such further term and the amount of any deficiency shall be paid by the lessee to the lessor forthwith upon the execution of such documentation.</p>
11.5	New Guarantee	<p>Irrespective of whether the obligations of the lessee under this Lease are guaranteed by any person or if the lessor has waived the requirement of any such guarantee, in the event of any variation to the Lease contemplated under this Part 11 the lessor in its absolute discretion may require the lessee to procure such guarantees from persons approved by the lessor on terms satisfactory to the lessor and in such form as the lessor's solicitors shall reasonably require and to be prepared by the lessor's solicitors at the cost of the lessee. The lessee acknowledges that it shall be a reasonable requirement of the lessor in respect of any variation to the Lease contemplated in this Part 11 that the lessor shall require personal guarantees from persons approved by the lessor and that if the lessee shall fail to procure the execution of new guarantees under this clause, then to the extent that it is lawful to do so, the lessor may withhold or withdraw any consent required for a proposed variation of this Lease under this part and/or any notice delivered under this part shall be deemed by the lessor to have no legal effect and may be withdrawn or rejected by the lessor.</p>
11.6	Reservation of rights	<p>In the event of a variation to the Lease contemplated herein, nothing in this Part 11 shall waive the rights of the lessor in respect of the recovery of any moneys payable by the lessee or guaranteed by any guarantor under the terms of this Lease and the lessor reserves all of its rights of recovery against those parties irrespective of any variation to this Lease.</p>
11.7	Sale of Land	<p>If the lessor shall sell the said Land or otherwise dispose of the reversion of this Lease (including any unexercised option) the lessor shall at its own expense procure from such purchaser or donee a covenant in favour of the lessee that such purchaser or donee shall observe and be bound by all of the provisions of this Lease as if the purchaser was originally named</p>

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		as lessor in the Lease and the execution and delivery to the lessee of any such covenant shall be accepted by the lessee in full satisfaction and discharge of the lessor's obligation to the lessee.
11.8	Resumption	Notwithstanding anything herein contained it is expressly agreed that if the whole or any part of the Land shall be resumed or taken for any public purpose then the lessor shall be at liberty by notice in writing to the lessee to terminate this Lease without right or claim on the part of the lessee for damages by reason of such termination (without prejudice to the rights of either party for any antecedent breach of covenant).

Part 12 Default of Lessee

12.1	Events of Default	<p>The lessee shall be deemed to be in default hereunder if:-</p> <ul style="list-style-type: none"> (a) the rent or any other moneys payable hereunder are not paid as and when they fall due; (b) any request by the lessor to the lessee to remedy its default under this Lease is not remedied within seven (7) days; (c) any moneys payable by the lessee to the lessor hereunder on demand shall not have been paid within seven (7) days of the making of a written demand therefore or if any other moneys payable by the lessee to the lessor shall not have been paid by the due date therefore; (d) the lessee shall fail to observe perform or fulfill any of the other covenants and such failure continues for a period of seven (7) days whether or not any written demand is made by the lessor to remedy the default; (e) a breach by the lessee of any essential term of this Lease; (f) a breach or repudiation by the lessee of the lessee's obligations under this Lease or notice to the lessor or an anticipated breach or repudiation of the lessee's obligations under this Lease; (g) the lessee being a company enters into liquidation (otherwise than for the purpose of reconstruction or amalgamation with the prior consent in writing of the lessor which consent shall not be unreasonably refused) or if a receiver or official manager or provisional liquidator be appointed; (h) the lessee being a natural person shall become bankrupt; (i) the interest of the lessee under this Lease is attached or taken in execution under any legal process; (j) the lessee ceased or threatens to cease to carry on its business except where it does so for the purpose of assigning, transferring or subleasing to a related body corporate for which the lessor gives it consent in accordance with Part 11.
12.2	Essential Terms	<p>For the purposes of this Part 12 each of the covenants by the lessee which are specified in this clause are essential terms of this Lease :-</p> <ul style="list-style-type: none"> (a) the covenant to pay Rent throughout the term of this Lease and any extension or renewal hereof on the due date for the payment ; (b) the covenant not to assign sublet or transfer this Lease except on the terms and conditions set out in Part 11 including any change of control of the lessee without the lessor's consent contemplated in clause 11.2; and

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		(c) the covenant contained in clause 4.1 not to use the Premises for other than the Permitted Use as set out in Item 5.
12.3	Compensation	<p>(a) The lessee covenants to compensate the lessor in respect of any breach of an essential term of this Lease and the lessor is entitled to recover damages from the lessee in respect of any such breach.</p> <p>(b) In the event that the lessee's conduct (whether by acts or omissions) constitutes a repudiation of the lease (or of the lessee's obligations under the lease) or constitutes a breach of any lease covenants the lessee covenants to compensate the lessor for the loss or damage suffered by reason of the repudiation or breach.</p> <p>(c) The lessor's entitlement to compensation under this Lease is in addition to any other remedy or entitlement to which the lessor is entitled (including to terminate this Lease).</p>
12.4	Rights of Lessor	<p>(a) In the event of default by the lessee the lessor may at any time or times thereafter -</p> <ul style="list-style-type: none">(i) without any prior demand or notice re-enter into and take possession of the Premises or any part thereof in the name of the whole (by force if necessary) and eject the lessee and all other persons therefrom and repossess and enjoy the same as of its first and former estate therein and thereupon this Lease shall be absolutely determined;(ii) by notice in writing to the lessee determine this Lease and from the date of giving such notice or such other date (if any) as may be specified therein this Lease shall be absolutely determined ; or(iii) by notice in writing to the lessee elect to convert the unexpired portion of the term of this Lease into a tenancy from month to month in which event this Lease shall be determined as from the giving of such notice and thereafter the lessee shall hold the Premises from the lessor as tenant from month to month at a monthly rent equal to the aggregate of the monthly instalments on account of the rent, (such rent being payable monthly in advance) but otherwise on the terms and conditions of the Lease so far as they can be applied to a monthly tenancy. <p>(b) In respect of the lessee's obligation to pay rent the acceptance by the lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the lessee's obligations to pay rent in respect of those arrears or of the late payment or in respect of the lessee's continuing obligation to pay rent during the lease term.</p> <p>(c) The lessor shall be entitled to recover damages against the lessee in respect of repudiation or breach of covenant for compensation for the damage suffered by the lessor during the entire term of this Lease and the lessor's entitlement to recover damages shall not be affected or limited by any of the following :-</p> <ul style="list-style-type: none">(i) if the lessee shall abandon or vacate the Premises;(ii) if the lessor shall elect to re-enter or to terminate the lease;(iii) if the lessor shall accept the lessee's repudiation;(iv) if the parties conduct shall constitute a surrender by operation of law.

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		<p>(d) The lessor shall be entitled to institute legal proceedings claiming damages against the lessee in respect of the entire lease term including the periods before and after the lessee has vacated the Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of law whether the proceedings are instituted either before or after such conduct.</p> <p>(e) In the event of the lessee vacating the Premises whether with or without the lessor's consent the lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the premises at a reasonable rent and on reasonable terms. The lessor's entitlement to damages shall be assessed on the basis that the lessor shall have observed the obligation to mitigate damages contained in this paragraph. The lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the lessee's breach or repudiation or a surrender by operation of law.</p>
12.5	Interest on Overdue Payments	If the rent or any part thereof or any other moneys payable by the lessee to the lessor under the terms hereof shall be unpaid for the period of seven (7) days after any of the days on which the same ought to have been paid the lessee shall pay to the lessor default interest at the rate stated in Item 12 on such unpaid rent or other moneys due to be paid until the date of actual payment. Interest so incurred is payable by the lessee to the lessor within five (5) days of written notice from the lessor that payment of interest is required. Payment and acceptance of such interest will not be construed as a waiver or acceptance or release of the breach involved in non-payment of rent or other moneys on the due date for the same.
12.6	Tender after Termination	Any moneys tendered by the lessee after the determination of this Lease and accepted by the lessor (in the absence of any express election of the lessor) shall be applied firstly on account of any rental and other moneys accrued due hereunder but unpaid at the date of determination and secondly on account of the lessor's costs of re-entry.
12.7	Antecedent Breaches	The determination of this Lease shall not prejudice or affect any rights or remedies of the lessor against the lessee on account of any antecedent breach by the lessee of any of the terms covenants and restrictions on the part of the lessee hereunder.
12.8	Arbitration	If any dispute question or difference shall arise between the parties as to the meaning operation or effect of these presents or as to the rights or liabilities of either of the parties hereto hereunder such dispute question or difference shall be referred to the arbitration of an independent arbitrator to be appointed by the President or by the person for the time being fulfilling the office of President of the Queensland Law Society Incorporated whose decision or award shall be conclusive and binding on the parties and any such submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the <i>Commercial Arbitration Act 1990</i> (Qld) and subject to the provisions of that Act an award pursuant to a reference to arbitration in accordance with the provision hereof shall be a condition precedent to any action or other legal proceedings between the parties relating to such dispute question or difference.

Part 13 GST

13.1	GST Terms	In this Part 13 the expressions 'GST', 'Input tax credit', 'supply', 'tax invoice recipient' and 'taxable supply' have the meanings given to those expressions In the <i>A New Tax System (Goods and Services Tax) Act 1999</i>
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		(Cth).
13.2	Reimbursement of GST	Where any GST or any similar tax impost or duty is imposed in Australia by the Commonwealth Government or any State or Territory Government during the term of this Lease or any extension or renewal thereof on any goods or services supplied by the lessor to the lessee under or pursuant to this Lease the lessee shall reimburse the lessor the amount of any such tax by paying to the lessor on the same dates hereby reserved for payment of rental (in addition to the rental) the amount of any tax paid or payable by the lessor under or pursuant to this Lease for the supply of goods or services by the lessor to the lessee.
13.3	Tax Invoice	The lessor shall provide to the lessee (within the time imposed by the relevant legislation) a tax invoice (if required) for the amount of GST payable to permit the lessee to claim an input tax credit in relation thereto unless the parties have agreed that the lessee may issue a recipient created tax invoice.
13.4	Other Parties	<p>If this Lease requires a party to pay for, reimburse or contribute to any expense, loss, operating expense or outgoing ('reimbursable expense') suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of-</p> <p>(a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (net amount); and</p> <p>(b) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply,</p> <p>such that after the other party meets the GST liability, it retains the net amount.</p>

Part 14 General Provisions

14.1	Power of Attorney	<p>The lessee hereby for itself its successors and permitted assigns irrevocably nominates constitutes and appoints the lessor and its nominee or nominees and so long as the said Land shall be mortgaged its mortgagee and their and each of their directors and secretary from time to time and their and each one of their several attorneys jointly and each of them severally to be the true and lawful attorneys and attorney of the lessee on behalf of and in the name of and as the act and deed of the lessee:-</p> <p>(a) to execute a surrender or assignment of this Lease and to do all such things and sign all such documents as may be necessary to obtain registration thereto and do and perform all such further acts matters and things and to sign and execute all such notices applications documents and instruments as may be necessary or as the Attorneys may deem necessary or proper for the purpose of giving full effect to the power of re-entry herein contained for or in relation to all or any of the purposes aforesaid and to sign any such documents correct for the purposes of registration PROVIDED ALWAYS that such power shall not be exercised unless and until this Lease shall have been lawfully determined sufficient proof where of to the Registrar of Titles shall be the declaration of the attorney or attorneys exercising the power AND PROVIDED ALWAYS that no person appointed as an attorney may exercise any of its rights as an attorney without first giving the lessee fourteen (14) days written notice of its intention to do so;</p> <p>(b) to substitute as the attorney or attorneys of the lessor the purchaser</p>
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		<p>and the nominated officers of such purchaser of the reversion of this Lease</p> <p>AND the lessee does for itself its successors and permitted assigns ratify and confirm and agree to ratify and confirm whatsoever the said attorney or attorneys nominee or nominees substitute or substitutes shall do or purport to do by virtue of these presents.</p>
14.2	Notices	<p>Without prejudice to any other means of giving notice any notice required to be served hereunder shall be sufficiently served on the lessee if addressed to the lessee and left at or sent by prepaid post to the lessee at the address for notices stipulated in the item schedule, at the Premises, at the registered office or at the last known address of the lessee or at any other address (including by way of facsimile or email or to the legal representatives of the relevant party) subsequently nominated in writing by the lessee to the lessor and shall be sufficiently served on the lessor if addressed to the lessor and left at or sent by prepaid post to the address for notice for the lessor recorded in the items schedule or at the last known address of the lessor and a notice sent by post shall be deemed to be given at the time when it ought to have been delivered in the ordinary course of the post.</p>
14.3	Mortgagee's Consent	<p>This Lease is conditional on each mortgagee of the Land consenting in writing to this Lease. Within a reasonable time after the date of this Lease the lessor must seek each mortgagee's consent to this Lease. The lessee must execute any covenant which a mortgagee may reasonably require from the lessee before consenting to this Lease. Upon a mortgagee reasonably refusing to consent to this Lease this Lease is terminated. Termination of this Lease under this clause does not discharge any right which a party may have against another party for an antecedent breach.</p>
14.4	Local Authority Consent	<p>If the consent of the local authority to this Lease is required under section 65(3) of the <i>Land Title Act 1994</i> (Qld) to enable this Lease to be registered this Lease is conditional upon the local authority consenting to the lease which consent must be requested promptly by the lessor after execution of the lease.</p>
14.5	Registration of Lease	<p>The lessor must ensure that this Lease is prepared in a form suitable for registration. Following execution of this Lease by the lessee and subject to payment of the applicable costs by the lessee the lessor:</p> <ul style="list-style-type: none"> (a) will obtain the consent of its mortgagee in the appropriate form for registration; and (b) if requested by the lessee to register the lease and only if requested by the lessee to register the Lease and only if the Lease is for a period exceeding three years, lodge the lease and consent for registration in the Queensland Land Registry and supply a copy of the fully signed lease and registration confirmation statement to the lessee.
14.6	Lease Offered as Security	<p>The lessee acknowledges that the provisions of section 45(1) of the <i>Retail Shop Leases Act 1994</i> (Qld) (or any statutory amendment thereof from time to time) do not apply to this Lease.</p>
14.7	Moratorium Negatived	<p>Unless application is mandatory by law any statute proclamation order regulation or moratorium present or future shall not apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretions given or accruing to the lessor.</p>
14.8	Australian Consumer	<p>The lessor and the lessee agree that any provision of this Lease which</p>

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	Law	would be in breach of the Australian Consumer Law under the <i>Competition and Consumer Law 2010</i> (Cth) or pursuant to that Act be void voidable unenforceable or invalid shall be null and void and of no force or effect and shall be severable therefrom and that the remaining provisions shall be in full force and effect.
14.9	Waiver	No waiver by the lessor of any default shall operate as a waiver of any other default rule or regulation in respect of the same or of any other covenant. The only waiver by the lessor having any effect hereunder shall be a waiver in writing by the lessor.
14.10	Lease Contains Entire Agreement	The covenants provisions terms and agreements contained herein expressly or by statutory implication comprise the whole of the agreement between the parties relating to the Lease hereby granted and the parties expressly agree and decide that no further or other covenants agreements provisions or terms in respect of the Premises shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is thereby negated. The lessee acknowledges that in entering into this Lease the lessee has not relied on any written or oral statements or representations made by the lessor or on the lessor's behalf other than those set out in this Lease and the terms and conditions of this Lease constitute the whole agreement between the parties.
14.11	Guarantee and Indemnity	This Lease is subject to and conditional upon the guarantor named in Item 14 providing the guarantee and indemnity contained in the first schedule in support of the lessee's obligations under this Lease.
14.12	Trustee Provisions	<p>In the event that the lessee enters into this Lease as trustee of any trust the following covenants shall have effect (whether or not the lessor has notice of the said trust) :-</p> <ul style="list-style-type: none">(a) the lessee shall be personally liable for performance of all covenants in this Lease;(b) the lessee shall be deemed to have full complete and valid authority pursuant to the trust to enter into this Lease ;(c) the lessee hereby charges all rights of indemnity which it has or will have from time to time against the trust fund or trust property and covenants that such rights of indemnity have not been excluded by the provisions of the trust or by any breach of trust or otherwise and that it will not release or otherwise prejudice such rights of indemnity;(d) the trustee or trustees of the trust shall not be altered (save upon the death of a trustee) unless the lessor is given notice of the trust and gives consent to such alteration provided that such consent shall not be unreasonably withheld;(e) any breach of trust by the trustee shall constitute a breach of this Lease entitling the lessor to exercise all such rights and remedies upon default as are contained in this Lease;(f) the lessee shall be deemed to have secured advice from solicitors familiar with the terms of the trust that such terms create no impediment to the granting of the covenants in this clause nor create any reason why the covenants in this clause should be ineffective.