

Dealing Number



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<b>1. Lessor</b> CVS Lane Capital Partners Pty Ltd ACN 155 490 154 as Trustee under Instrument 716649230 & 716934534	<b>Lodger</b> (Name, address, E-mail & phone number) Mullins Lawyers GPO Box 2026 BRISBANE QLD 4001 E-mail: fsears@mullinslaw.com.au Ph: 07 3224 0272 Ref: FSE:SSA:138570	<b>Lodger Code</b> BNE 107A
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<b>2. Lot on Plan Description</b> Lot 100 on SP298886	<b>Title Reference</b> 51224397
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<b>3. Lessee</b> Given names      Surname/Company name and number      (include tenancy if more than one)			
	Ipswich City Council ABN 61 461 981 077		

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**4. Interest being leased**  
Fee Simple

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**5. Description of premises being leased**  
That part of the ground of the Building erected on the land as shown on the attached plan as "K01"

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<b>6. Term of lease</b> Commencement date/event: 1 May 2022 Expiry date: 30 April 2025 #Options: Nil #Insert <i>nil</i> if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> See Schedule
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**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessor's Signature</b>
signature .....	/ / 2022	CVS Lane Capital Partners Pty Ltd ACN 155 490 154
full name .....		_____
qualification .....		Director
		_____
		Director/Secretary

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

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**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

<b>Witnessing Officer</b>	<b>Execution Date</b>	<b>Lessee's Signature</b>
signature .....	/ / 2022	Ipswich City Council ABN 61 461 981 077
full name .....		_____
qualification .....		Chief Executive Officer
		_____

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



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This is the Schedule referred to in the Form 7 Lease dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

**Particulars**

<b>Landlord:</b>	CVS Lane Capital Partners Pty Ltd ACN 155 490 154 as Trustee under Instrument 716649230 & 716934534
<b>Tenant:</b>	Ipswich City Council ABN 61 461 981 077
<b>Lease Term:</b>	Three (3) years
<b>Date of Commencement:</b>	1 May 2022
<b>Address of the Premises:</b>	Kiosk 1, Coles Karalee Shopping Village, 39-51 Junction Road, Chuwar
<b>Area of the Premises:</b>	30m <sup>2</sup>
<b>Base Rent:</b>	\$23,766.92 per annum plus GST
<b>Review Date(s):</b>	Fixed Review (3% increase): On each anniversary of the Date of Commencement CPI Review: Not applicable Market Review: Not applicable
<b>Turnover Rent Percentage</b>	Not applicable
<b>Tenant's Proportion (at Date of Commencement):</b>	0.25%
<b>Permitted Use:</b>	Provision of a library service
<b>Core Trading Hours:</b>	Monday to Wednesday and Friday – 8.30am to 6.00pm Thursday – 8.30am to 9.00pm Saturday – 9.00am to 5.00pm Sunday – 9.00am to 6.00pm
<b>Promotion Fund:</b>	Not applicable
<b>Option Exercise Period:</b>	Not applicable
<b>First Option Term:</b>	Not applicable
<b>Second Option Term:</b>	Not applicable
<b>Option Review Dates:</b>	Not applicable
<b>Bank Guarantee:</b>	Not applicable
<b>Security Bond:</b>	Not applicable
<b>Guarantor:</b>	Not applicable
<b>Landlord's Solicitors:</b>	Mullins Lawyers, Level 21, 123 Eagle Street, Brisbane QLD 4000 or such other solicitors as the Landlord may appoint from time to time and notify to the Tenant
<b>Landlord's Address for Notices:</b>	Level 8, 175 Eagle Street, Brisbane Qld 4000 and Level 32, 120 Collins Street, Melbourne VIC 3000
<b>Tenant's Address for Notices:</b>	Address: 1 Nicholas Street, Ipswich Phone No: (07) 3810 6666 Mobile No: N/A Fax No: (07) 3810 6731

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Particulars

	Email Address: council@ipswich.qld.gov.au
<b>Special Conditions:</b>	<b>1. Trading Hours</b>  Despite the Core Trading Hours for the Complex, the Tenant agrees that it will open the Premises for trade during the following minimum hours:  Monday to Friday – 8.30am to 5.00pm Saturday – 9.00am to 5.00pm (excluding public holidays)
	<b>2. Land Tax</b>  Despite any other clause in this clause, while the Tenant is Ipswich City Council ABN 61 461 981 077, the parties acknowledge and agree that the Tenant will not be required to pay any monies to the Landlord on account of Land Tax.

1 Definitions

In this Lease unless the context otherwise requires:

- 1.1 **Accounting Period** means each period of 12 Months starting on 1 July and ending on 30 June next (or any other period nominated by the Landlord from time to time and notified to the Tenant). The first Accounting Period starts on the Date of Commencement and ends on 30 June next and the last Accounting Period starts on 1 July immediately preceding the date of determination of this Lease and ends on the date of determination.
- 1.2 **Air Conditioning Equipment** means the plant electrical installations ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Building and includes all mechanical ventilation.
- 1.3 **Appurtenances** means the water closets drains water apparatus pipes and other appurtenances in the Premises and the Complex.
- 1.4 **Base Rent** has the meaning given in clause 3.2.
- 1.5 **Building** means the building or buildings of the Landlord erected or to be erected on the Land and on any other lands from time to time forming part of the Complex.
- 1.6 **Car Park** means those parts of the Complex from time to time allocated by the Landlord to the parking of cars and includes the driveways to and from those parts.
- 1.7 **Claims** means actions demands losses injuries damages suits judgments injunctions orders decrees costs and expenses of every description and includes without limitation consequential losses and damages.
- 1.8 **Common Areas** means all those parts of the Complex not leased or intended to be leased to any tenant. These parts of the Complex may be set aside by the Landlord or be available for use by the tenants of the Complex and others. They include any malls walkways passageways circulation areas staircases escalators travelators ramps and lifts service roads loading bays

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forecourts and toilets.

1.9 **Complex** means:

1.9.1 the Land and all other parcels of land nearby included in and used mainly for the purpose of an office complex and/or shopping centre and/or car park together with the Building; and

1.9.2 the fixtures fittings and plant and other structures erected or to be erected on those other parcels but excluding any buildings or structures the Landlord decides in its discretion will not form part of the Complex.

1.10 **Core Trading Hours** means:

1.10.1 until a resolution is passed in accordance with the *Retail Shop Leases Act 1994* the core trading hours specified in the Particulars; and

1.10.2 upon the passing of such a resolution this term will mean the hours that are stated in the resolution provided always that it is lawful to trade during such hours.

1.11 **Date of Commencement** means the date as specified in the Particulars.

1.12 **Floor Area** means the Gross Lettable Area Retail of the area to be measured using the Property Council of Australia Method of Measurement for Lettable Area March 1997.

1.13 **Fire Equipment** includes all stopcocks hydrants fire hoses fire alarms fire sprinklers and other fire prevention extinguishing and detection equipment in the Complex.

1.14 **Form 7** means the lease in Form 7 to the *Land Title Act 1994* to which this Schedule is attached.

1.15 **GST Act** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation.

1.16 **Guarantor** means the guarantor or guarantors specified in the Particulars and also any person who enters into covenants with the Landlord as a guarantor under clause 10.1.

1.17 **Incoming Tenant** means the proposed assignee subtenant or other occupant under any dealing under clause 10.1 and includes where the context requires any person or persons referred to in clause 10.7.

1.18 **Index Number** means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is discontinued the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the Parties. If there is no agreement within 14 days, it will be an index or method determined at the request of either Party by the President or Acting President of the Valuers Institute or their nominee.

1.19 **Insured Risks** means the risks the Landlord is required by this Lease to insure and any additional risks against which the Landlord effects insurance relating to the Building.

1.20 **Land** means the land described in Item 2 of the Form 7.

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- 1.21 **Landlord** means the person referred to in Item 1 of the Form 7 its successors and assigns and unless inconsistent with the context includes all persons for the time being authorised by the Landlord.
- 1.22 **Lease** means this lease including the Form 7 and any annexures and schedules and any obligation or agreement expressed to be supplemental to this Lease and all amendments to those documents.
- 1.23 **Lease Term** means the period specified in the Particulars commencing on the Date of Commencement or such shorter period as provided under this Lease.
- 1.24 **Lease Year** means each separate year of the term of this Lease. The first Lease Year starts on the Date of Commencement and each subsequent Lease Year starts on the same day of the following year; the expression includes any broken period between the end of the last complete Lease Year and the date of termination.
- 1.25 **Month** means a calendar month.
- 1.26 **Mortgagee** means all present or future mortgagees of the Complex.
- 1.27 **Outgoings** means all expenses paid or incurred by the Landlord in managing supervising and maintaining the Land and Building and keeping them secure and include without limitation:
- 1.27.1 Rates and taxes (other than income tax) and ground rent with respect to the Land or the Building charged or levied irrespective of ownership (other than charges payable by the Tenant under this Lease or by any other tenant of the Building) including without limitation:
    - 1.27.1.1 all charges and assessments whether municipal local governmental statutory or otherwise;
    - 1.27.1.2 land tax or taxes of the nature of a tax on land computed on the taxable value of the Land at the rate for the time being payable by the Landlord (excluding any land tax assessed against the Landlord by any government agency which the Landlord is precluded by law from recovering from the Tenant).
  - 1.27.2 Fire protection services.
  - 1.27.3 Maintaining the Common Areas and the external surfaces of the Building.
  - 1.27.4 Maintaining the Car Park and providing parking attendants.
  - 1.27.5 Maintaining gardens and landscaped areas in or near the Complex.
  - 1.27.6 Control of rodents vermin insects pests birds and animals in the Common Areas and the Car Park.
  - 1.27.7 Disposing of rubbish and waste from the Building.
  - 1.27.8 Providing lighting and power in the Common Areas and the Car Park.
  - 1.27.9 Fuel for the operation of the Air Conditioning Equipment and other plant and equipment.

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- 1.27.10 Supplying towels soap and other toilet requisites to the toilets and washrooms.
- 1.27.11 Insurance premiums and other charges (including stamp duties) for insurance of the Building against fire vandalism malicious mischief earthquake flood water damage boiler and pressure vessel explosion fusion and/or mechanical breakdown in broad cover form with repair and replacement terms and other risks decided by the Landlord in its discretion including but not limited to consequential losses and loss of all rents receivable from the Complex including all other charges payable in addition to the Rent in an amount or amounts and for periods determined by the Landlord. Insurance premiums for loss of profits are excluded.
- 1.27.12 Public risk liability insurance with limits of not less than \$20 million per occurrence or higher amounts reasonably required by the Landlord from time to time.
- 1.27.13 Insurance premiums and other charges (including stamp duties) for plate glass insurance in respect of the Building and for workers' compensation insurance in respect of the employees of the Landlord engaged in the maintenance operation and/or management of the Building.
- 1.27.14 Repairs painting plumbing maintenance renewals and replacements incurred by the Landlord to keep the Building in good repair not normally charged to capital account as determined by the Landlord's accountants in accordance with accounting principles generally accepted in Queensland.
- 1.27.15 Provision of security, caretaking and janitorial services.
- 1.27.16 Provision of all services to the tenants occupiers and invitees which the Landlord may deem desirable for the general amenity of the Building including the operation and maintenance of any music system and servicing and repairing of the Air Conditioning Equipment and the Fire Equipment.
- 1.27.17 Building supplies and the rental of equipment used by the Landlord in the maintenance and operating services.
- 1.27.18 Maintaining all pipes plant machinery and equipment serving the Building.
- 1.27.19 Providing and maintaining (at the Landlord's discretion) any architectural or ornamental features or murals.
- 1.27.20 Supplying all fixtures and fittings bins and receptacles tools appliances materials equipment and other things which the Landlord may deem desirable for the maintenance appearance upkeep or cleanliness of the Building or any part thereof.
- 1.27.21 Providing and maintaining all signs including without limitation illuminated signs.
- 1.27.22 The fees and disbursements of any accountant and any other person employed or retained by the Landlord for the following functions in relation to the Building:
  - 1.27.22.1 accounting functions;
  - 1.27.22.2 management;
  - 1.27.22.3 collection of moneys from the tenants;

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- 1.27.22.4 administration security repair maintenance renewal insurance and cleaning;
  - 1.27.22.5 any other functions which might but for the employment or retainer have lawfully been carried out by the Landlord;
  - 1.27.22.6 valuing the Building for the purposes of assessing the full cost of rebuilding and reinstatement;
  - 1.27.22.7 fees of the Landlord for any of the functions referred to in this clause undertaken by the Landlord.
- 1.27.23 Employing staff for any of the functions referred to in this definition and all incidental expenditure in relation to that employment including for example:
- 1.27.23.1 insurance pension welfare benefits transport facilities and benefits in kind;
  - 1.27.23.2 the provision of uniforms and working clothing;
  - 1.27.23.3 the provision of vehicles tools appliances cleaning and other materials fixtures fittings and other equipment for the proper performance of their duties and a store for housing the equipment;
- 1.27.24 All contributions towards the expense of making repairing rebuilding and cleansing any roads pavements structures pipes or anything which may belong to or be used for the Building exclusively or in common with other neighbouring or adjoining premises.
- 1.27.25 Supplying copies of any regulations made by the Landlord relating to the Building or the use of it.
- 1.27.26 Abating a nuisance in so far as the cost is not the liability of any individual tenant.
- 1.27.27 Complying with making representations against or otherwise contesting any orders or statutory requirements concerning assessments of unimproved value town-planning public health highways streets drainage or other matters relating to the Building.
- 1.27.28 Auditing the Outgoings and providing annual estimates and statements of expenditure incurred in respect of the Outgoings.

The Outgoings will be calculated on an accrual and prepayment basis and all the sums referred to in this definition will be deemed to have been paid when due. Any sum which is assessed at intervals or for periods other than periods falling wholly within the relevant Accounting Period will be apportioned.

For the purpose of apportioning the Outgoings equitably amongst the tenants of the Complex, the Landlord acting reasonably may from time to time determine that an expense forming part of the Outgoings (**the Expense**) will be paid by an individual tenant or group of tenants who derive direct benefit from the Expense. If the Landlord determines that the Expense is payable by:

- 1.27.29 an individual tenant, that individual tenant will bear the cost of the Expense solely; or
- 1.27.30 a group of tenants, the Expense will be apportioned amongst and be paid by the individual tenants in the group in the proportion which the Floor Area of each individual tenant's Premises bears to the Floor Area of the Building benefiting from the incurring of the Expense.



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- 1.28 **Particulars** means the particulars set out in the table at the start of this Schedule.
- 1.29 **Permitted Use** means the use specified in the Particulars.
- 1.30 **Premises** means the area shown hatched on the sketch plan annexed to this Lease including:
- 1.30.1 all additions and improvements to the Premises;
  - 1.30.2 all the Landlord's fixtures and fittings and fixtures in or upon the Premises;
  - 1.30.3 all pipes that are in or on and that exclusively serve the Premises; and
  - 1.30.4 any equipment that is in or on and that exclusively serves the Premises,
- but excluding the air-space above which remains the property of the Landlord.
- 1.31 **Quarterly Period** means each consecutive period of 3 Months during the Lease Term ending respectively on the last days of March, June, September and December; the expression also includes any broken period prior to the first complete Quarterly Period and after the last complete Quarterly Period.
- 1.32 **Redecorate** includes:
- 1.32.1 washing down the exterior and interior of the Premises;
  - 1.32.2 treating as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification approved by the Landlord; and
  - 1.32.3 replacing all floor coverings which in the opinion of the Landlord are worn or damaged and in need of replacement.
- 1.33 **Rent** means the Base Rent and the Turnover Rent (if any) referred to in clauses 3 and 1.42.
- 1.34 **Review Date** has the meaning given in clause 3.2.2.
- 1.35 **Regulations** means the regulations contained in Annexure A to this Lease as varied from time to time in accordance with clause 16.6.
- 1.36 **Stipulated Rate** means a percentage interest rate per annum equal to the prime lending rate charged by the Landlord's bank plus 5%.
- 1.37 **Tenancy Fitout Guide** means the guide prepared by the Landlord for the direction of tenants in the completion of their fitout of their tenancy in the Complex (if any).
- 1.38 **Tenant** means the lessee referred to in Item 3 of the Form 7.
- 1.39 **Tenant's Proportion** means the percentage of the Total Lettable Floor Area which is from time to time represented by the Floor Area of the Premises and which as at the Date of Commencement is as specified in the Particulars.
- 1.40 **Total Lettable Floor Area** means the Floor Area of all those parts of the Complex which are leased or licensed or may be for lease or licence or which are occupied by any tenant but does not include:

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- 1.40.1 the Floor Area of the Common Areas and the Car Park; or
  - 1.40.2 any part of the Complex to be used exclusively for storage.
- 1.41 **Turnover** means the amounts received for all goods sold services provided and hirings made from or at the Premises whether paid in cash by credit charge or instalments including:
- 1.41.1 sums and credits received in settlement of claims for loss of or damage to goods and amounts received under insurance policies or other contracts of indemnity for loss of business sales or profit;
  - 1.41.2 any form of incentive payments or awards from any source which are attributable to the operation of the Tenant's business;
  - 1.41.3 all discounts received from suppliers;
  - 1.41.4 site rents and occupation fees; and
  - 1.41.5 the Turnover arising from the conduct of any competing business of the Tenant within a radius of 2 kilometres of the Premises. As far as possible this is to be calculated in the same manner and on the same basis as the Turnover under this Lease,
- but excludes:
- 1.41.6 the net amount of discounts reasonably and properly allowed to customers in the usual course of business;
  - 1.41.7 losses incurred in the resale or disposal of goods reasonably and properly purchased from customers as trade-ins in the usual course of business;
  - 1.41.8 amounts of uncollected credit accounts written off by the Tenant;
  - 1.41.9 cash or credit refunds allowed on sales that have previously been included as gross receipts if the goods sold are returned and the sales cancelled;
  - 1.41.10 fees for services refunded in whole or part if the fees have previously been included as gross receipts;
  - 1.41.11 amounts of instalments refunded to customers for cancelled lay-by transactions;
  - 1.41.12 taxes including goods and services tax imposed on the purchase price or cost of hire of goods or services at the point of sale or hire;
  - 1.41.13 delivery charges;
  - 1.41.14 the value of goods exchanged between two or more of the Tenant's shops if the exchange is made solely for the convenient conduct of the Tenant's business and not for concluding a sale made at or from the Premises;
  - 1.41.15 the value of goods returned to shippers wholesalers or manufacturers;
  - 1.41.16 amounts received from the sale of the Tenant's fixtures and fittings from the leased shop;

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1.41.17 amounts received from lottery sales made on a commission basis (other than commission on the sales).

Each sale upon lay-by on instalment or on credit will be treated as a sale for the full cash price at the date when it is made. It will not matter when the Tenant receives payment. Every hiring of goods to a customer with an option to purchase is treated as a sale of the goods for the full cash price at the date of hiring. It will not matter when the Tenant receives payment. Where goods are hired by the Tenant to customers without an option to purchase the hiring charges will be included in Turnover. The Tenant cannot deduct commissions or other charges paid or payable to operators of any credit card system.

- 1.42 **Turnover Rent** means the amount by which the Turnover for any Lease Year multiplied by the Turnover Rent Percentage (as specified in the Particulars) exceeds the Base Rent payable in respect of that Lease Year.
- 1.43 **writing** includes printing, typing, lithography and other modes of reproducing words in a visible form and written has a corresponding meaning.
- 1.44 Obligations are joint and separate.
- 1.45 References to authorities associations and bodies will also refer to any body established in its place.
- 1.46 Rights of the Landlord to have access to the Premises extend to all persons authorised by the Landlord.
- 1.47 References to the Premises include any part of the Premises.
- 1.48 Any covenant by the Tenant not to do any act or thing includes an obligation not to permit that act or thing to be done and to use its best endeavours to prevent that act or thing being done by a third party.
- 1.49 Any provision in this Lease requiring the consent or approval of the Landlord also requires the consent or approval of any Mortgagee and any superior landlord where that consent is required. However there is no obligation upon any Mortgagee or superior landlord not to unreasonably refuse any consent or approval.
- 1.50 References to the **consent of the Landlord** or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and references to **approved** and **authorised** or words to similar effect mean approved or authorised in writing by or on behalf of the Landlord.
- 1.51 The terms **Party** or **Parties** mean the Landlord and/or the Tenant and (except where there is an express indication to the contrary) exclude the Guarantor.
- 1.52 Words denoting the singular number only include the plural number and vice versa; a reference to any gender includes every other gender; and words denoting individuals include corporations.
- 1.53 A reference in this Lease to an Act of Parliament or any section of an Act should be read as though the words **or any statutory modification or re-enactment of it or any statutory provision substituted for it** were added to the reference. Any general reference to **Statute** or **Statutes** includes any regulations or orders made under the Statute or Statutes.
- 1.54 Every obligation undertaken by any Party (including the Guarantor) will be construed as if each obligation is separate and independent made by the Party and continuing (unless the context

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otherwise requires) throughout the Lease Term and subsequently so long as it remains to be performed.

1.55 References in this Lease to any clause sub-clause paragraph or Schedule without further designation will be construed as a reference to the clause sub-clause paragraph or Schedule of this Lease so numbered.

1.56 The headings or marginal notes in this Lease are included for convenience only and do not affect the interpretation of this Lease.

2 **Term**

2.1 **Term**

The Landlord leases the Premises to the Tenant for the Lease Term subject to the provisions of this Lease.

2.2 **Holding Over**

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the Lease Term has ended then:

2.2.1 the Tenant will be tenant of the Premises from month to month on the terms of this Lease so far as they are applicable to a monthly tenancy;

2.2.2 the monthly tenancy may be ended by either party giving not less than 1 Month's written notice to the other which may be given at any time; and

2.2.3 the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately before the end of the Lease Term and will be payable in advance.

3 **Rent**

3.1 **Payment of Base Rent**

The Tenant will pay to the Landlord (including by way of direct debit if the Landlord requires) the Base Rent without deduction or set-off, the first payment to be made on the Date of Commencement. The Base Rent will be paid by equal monthly instalments in advance on the first day of each Month. If necessary, the first and last payments will be apportioned on a daily basis.

3.2 **Base Rent and Reviews**

The expression **Base Rent** means an annual sum calculated as follows:

3.2.1 for the first Lease Year such amount as specified in the Particulars; and

3.2.2 for each subsequent Lease Year an amount calculated at the date of the start of the relevant Lease Year (**Review Date**) by Fixed Review, CPI Review or Market Review as nominated in the Particulars.

3.2.3 In the absence of any nomination for a Lease Year, the Base Rent will be the same as for the previous Lease Year.

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3.3 In this clause:

3.3.1 **Fixed Review** means increasing the Base Rent payable immediately before the relevant Review Date by the Percentage Increase specified in the Particulars.

3.3.2 **CPI Review** means calculating the new Base Rent in accordance with the following formula:

$$\frac{A \times B}{C}$$

where: A = Base Rent payable immediately before the relevant Review Date.

B = Index Number for the last quarter immediately before the relevant Review Date.

C = Index Number for the last quarter before the first day of the Lease Year last concluded.

3.3.3 **Market Review** means calculating the current market rent for the Premises as at the start of the Lease Year under review in accordance with the *Retail Shop Leases Act 1994*.

3.4 **Obligation to Pay Until Base Rent Calculated**

Pending calculation of the reviewed Base Rent for any Lease Year, Base Rent will continue to be paid at the rate payable during the Lease Year last concluded and will be adjusted retrospectively to the start of the Lease Year under review.

3.5 **Rent Obligation Absolute**

The Tenant's obligation to pay all Rent is absolute and is not subject to any abatement reduction set-off defence counterclaim or recoupment.

3.6 **Goods and Services Tax**

3.6.1 All amounts referred to in this Lease are exclusive of goods and services tax. The Tenant must pay all goods and services tax or other consumption tax applied to all supplies made by the Landlord to the Tenant under this Lease.

3.6.2 If this Lease requires the Tenant to reimburse the Landlord for a supply under this Lease made by a third party and the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for that supply less the input tax credit.

3.6.3 The Tenant will pay the goods and services tax when the Landlord provides a tax invoice for the payment.

3.6.4 In this clause, the terms **goods and services tax**, **supply**, **input tax credit** and **tax invoice** have the meanings given to them in the GST Act.

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**4 Outgoings**

**4.1 Obligation to Pay Outgoings**

4.1.1 In addition to Rent, the Tenant will during the Lease Term pay to the Landlord immediately on demand sums of money equal to the Tenant's Proportion of the Outgoings.

**4.2 Payments on Account of Outgoings**

4.2.1 The Landlord may before the start of any Accounting Period furnish to the Tenant an estimate of the Outgoings to be paid by the Tenant for that Accounting Period.

4.2.2 The Tenant will pay the Tenant's Proportion of the estimated Outgoings by equal monthly instalments in advance on the first day of each Month.

**4.3 Statement of Adjustment of Outgoings**

4.3.1 At the end of each Accounting Period the Landlord will give the Tenant an itemised statement of the actual Outgoings payable by the Tenant for the previous Accounting Period and an adjustment will be made between the Landlord and the Tenant by either:

4.3.1.1 The payment of any shortfall by the Tenant to the Landlord; or

4.3.1.2 The refunding or crediting of any excess by the Landlord to the Tenant.

**4.4 Utility Supplies**

The Tenant will not use any form of light power or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions. The Tenant will punctually pay all charges for electricity gas and water consumed in the Premises whether assessed against the Tenant or the Landlord.

**4.5 Future Taxes**

The Tenant will pay all rates and taxes (whether on a capital or revenue basis or any other basis and even though of a novel character) which may be imposed in respect of the Premises or on the Rent or for the use and occupation of the Premises and whether assessed against the Landlord or directly against the Tenant.

**4.6 Cleaning Costs**

4.6.1 The Tenant will pay the cost of any cleaning or refuse services to the Premises.

4.6.2 The Tenant will be required to supply and pay for its own refuse bins and for refuse removal.

4.6.3 The Landlord will provide a refuse bin holding area which the Tenant will be permitted to use, however, the Tenant acknowledges and agrees that it will not have exclusive right to use the area and will be required to use this area in conjunction with other tenants of the Complex.

4.6.4 The Tenant will be required to organise and pay for the cost of regular cleaning of any

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grease trap accessed by the Tenant (if any).

**4.7 Bulk Supply of Electricity**

If the Landlord gives a notice to the Tenant electing to supply the Tenant with electricity consumed on the Premises from the bulk supply of electricity purchased by the Landlord, then the Tenant may purchase all electricity consumed on the Premises from the Landlord on the following terms:

- 4.7.1 So far as the Landlord is reasonably able to do so, the Landlord must supply the Tenant with all electricity reasonably required for the proper use of the Premises;
- 4.7.2 The amount of electricity supplied to the Premises is to be measured by meter;
- 4.7.3 In addition to paying for the electricity supplied, the Tenant must pay for the Landlord's costs of reading meters and issuing accounts;
- 4.7.4 The Landlord may charge for the electricity at the same rates as the electricity is supplied to the Landlord or at the rates the Landlord is entitled to charge the Tenant by law whichever allows the Landlord to charge the higher rate;
- 4.7.5 The Landlord must give the Tenant accounts from time to time for the electricity consumed on the Premises and the Landlord's costs of reading metres and issuing accounts;
- 4.7.6 The Tenant must pay each account within 21 days after receiving it;
- 4.7.7 Provided the Landlord takes reasonable steps to rectify any interruption in the electricity supply, the Landlord is not liable to the Tenant and the Tenant may not stop or reduce payments under this Lease or claim compensation or damages if:
  - 4.7.7.1 The bulk supply of electricity from the relevant authority fails for any reason; or
  - 4.7.7.2 The electrical system in the Building or the Premises fail because of breakdowns, repairs, maintenance, strikes, accidents or any other reason.

**5 Use**

**5.1 Use of the Premises**

- 5.1.1 The Tenant will not use or permit the Premises to be used for any purpose other than the Permitted Use.
- 5.1.2 The Tenant acknowledges that:
  - 5.1.2.1 the Tenant will obtain the consents of any planning or other authority which may be required for the Tenant to carry on its business in the Premises; and
  - 5.1.2.2 no warranty is given by or on behalf of the Landlord with respect to the suitability fitness or adequacy of the Premises or the Complex or that the Tenant has any exclusive right to carry on the Permitted Use or to sell the products specified in the Particulars (if any) or as to other businesses in the

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Complex;

- 5.1.2.3 the Landlord is not responsible to the Tenant for breach of lease by any other tenant in the Complex;
- 5.1.2.4 the Tenant must not use the Premises for a permitted use or to sell products or provide services to the extent that any other tenant in the Complex has an exclusive right to carry on such permitted use or to sell products or provide services where such right has been granted prior to the date of this Lease.

**5.2 Tenant to Carry on Business**

- 5.2.1 The Tenant will carry on its business at the Premises during the Lease Term in a reputable manner and consistent with good business practice during the Core Trading Hours.
- 5.2.2 The Tenant may conduct its business in the Premises outside the Core Trading Hours as approved by the Landlord but nothing in this Lease requires the Landlord to open or keep open the Complex beyond the Core Trading Hours.
- 5.2.3 If the Landlord incurs costs because the Tenant trades outside of the Core Trading Hours including but not limited to the provision of extra security and electricity (**Out of Hours Costs**) the Tenant must pay a contribution towards the Out of Hours Costs calculated in accordance with clause 5.2.4.
- 5.2.4 The contribution to the Out of Hours Costs payable by the Tenant will be the proportion of the total of all Out of Hours Costs incurred by the Landlord by tenants in the Complex which the Floor Area of the Premises bears to the Floor Area of those premises in the Complex occupied by tenants who trade outside the Core Trading Hours.
- 5.2.5 Any business practice by the Tenant which may harm the business or reputation of the Landlord or reflect unfavourably on the Complex the Landlord or other tenants in the Complex or which may mislead or deceive the public will immediately be discontinued by the Tenant at the Landlord's request.

**5.3 Lighting**

- 5.3.1 The Tenant will keep the display windows in the Premises clean and dressed at all times.
- 5.3.2 If the exterior signs (if any) and shop front lighting are not connected to the lighting circuits of the Common Areas the Tenant will keep such lighting well and continuously illuminated at such times as the Landlord requires even though the Premises may then be closed for business.

**5.4 Storage Areas**

The Tenant will store on the Premises only those goods to be offered for retail sale or hire or goods necessary to provide services to its customers from the Premises.



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**5.5 Legal Requirements**

- 5.5.1 The Tenant will comply with and observe all Statutes and all orders ordinances regulations requirements notices and by-laws made by any public body or authority relating to the Premises or to the Tenant's use or occupation of the Premises.
- 5.5.2 The Tenant will not do or omit to do any act or thing whereby the Landlord may become liable to pay any penalty or the whole or part of any expenses incurred under any Statute ordinance regulation by-law order requirement or notice.
- 5.5.3 The Tenant is not required by this clause to make any structural improvements or structural alterations unless they are required or necessary by reason of any neglect or default by the Tenant or any person claiming under the Tenant or by reason of the business carried on in the Premises or the number or sex of the employees or persons at the Premises.

**5.6 Use Obligations**

The Tenant will:

- 5.6.1 keep the Premises clean and free of rubbish by regular daily cleaning and rubbish removal;
- 5.6.2 keep the Premises free of vermin;
- 5.6.3 observe the maximum floor loading weights nominated by the Landlord. The Tenant will only install any heavy equipment in accordance with the Landlord's written direction;
- 5.6.4 notify the proper authorities if any infectious disease occurs on the Premises and fumigate and disinfect the Premises as reasonably appropriate;
- 5.6.5 comply at all times with the requirements of the Insurance Council of Australia and The Queensland Fire and Rescue Service;
- 5.6.6 co-operate with the Landlord in carrying out fire drills and observe all necessary and proper emergency evacuation procedures;
- 5.6.7 ensure all exterior doors and windows in the Premises are locked securely at all times when the Premises are not being used;
- 5.6.8 pay the costs of cleaning all blockages in pipes that originate in the Premises which shall be cleared by licensed tradesmen employed by the Landlord.

**5.7 Use Restrictions**

The Tenant will not:

- 5.7.1 carry on in the Premises any annoying noxious offensive or illegal act or do anything or use any plant or machinery which through noise odours vibrations or otherwise may be or grow to the annoyance nuisance grievance damage or disturbance of any other tenant of the Complex or of the Landlord or of the occupiers of adjoining premises;
- 5.7.2 place any noise transmitting apparatus on or in the Premises or the Complex;

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- 5.7.3 use the Appurtenances for any purposes other than those for which they were constructed and will not place in them any deleterious substances;
  - 5.7.4 interfere with any Appurtenances gas electrical plumbing or other services contained in or about the Premises or the Air Conditioning Equipment or the Fire Equipment without first obtaining the consent in writing of the Landlord;
  - 5.7.5 cause any sign advertisement or hoarding to be placed on or in the Premises which is visible from outside the Premises without the prior consent of the Landlord such consent not to be unreasonably withheld if such sign advertisement or hoarding:
    - 5.7.5.1 is incidental to the Tenant's class of business;
    - 5.7.5.2 strictly complies with the by-laws of the local or other authorities; and
    - 5.7.5.3 conforms with the corporate or common identity for the Complex in accordance with the Landlord's specification;
  - 5.7.6 erect any blinds or awnings visible from outside the Premises;
  - 5.7.7 make holes in mark or damage the Premises;
  - 5.7.8 use any flammable chemicals;
  - 5.7.9 do anything or keep anything in the Premises that may make void or voidable or conflict any insurance policy applicable to the Premises or whereby the amount of premium payable for any insurance policy may be increased. Without prejudice to any other rights under this Lease the Tenant will pay to the Landlord on demand any increase of premium which may be occasioned by a breach of this clause;
  - 5.7.10 hold or permit to be held any auction sale in the Premises;
  - 5.7.11 overload the electrical services.
- 5.8 Security & Keys**
- 5.8.1 The Landlord's representatives are authorised to enter the Premises for the purpose of locking any doors or windows left unlocked or checking the general security of the Building and the Premises.
  - 5.8.2 The Tenant must provide the Complex Manager with keys to the Premises and must not change the locks of the Premises without notifying the Complex Manager and providing the Complex Manager with new keys. The Landlord must not authorise the Complex Manager to use the Tenant's keys other than in emergencies or in accordance with the Landlord's rights under this Lease or at law.

**6 Maintenance and Repair**

**6.1 Notice of Damage**

The Tenant will promptly notify the Landlord of any damage to the Premises or the defective operation of any of the Appurtenances.

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**6.2 Maintenance of Premises**

The Tenant will repair the Premises (including any grease trap accessed by the Tenant) and keep them in good and substantial repair except damage caused by:

6.2.1 fair wear and tear; or

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

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

**6.3 Inspection by Landlord & Right of Entry**

6.3.1 The Landlord may at all reasonable times on reasonable notice (except in the case of emergency) enter upon and view the condition of the Premises and the Tenant will immediately upon notice being given by the Landlord execute all repairs which the Tenant is obliged to carry out under this Lease.

6.3.2 The Tenant will also permit the Landlord at all reasonable times on reasonable notice (except in the case of emergency) to enter upon the Premises to effect any alterations or repairs which the Landlord may wish to carry out. In exercising its powers under this clause the Landlord will endeavour to cause as little inconvenience to the Tenant as is reasonably practicable in the circumstances.

**6.4 Landlord's Right to Repair**

If at any time the Tenant is in breach of any express or implied obligations in this Lease relating to repair of the Premises the Landlord may (but without prejudice to the Landlord's right of re-entry) enter upon the Premises and repair them at the Tenant's expense.

**6.5 Tenant to Redecorate**

The Tenant will during the last 3 Months of the Lease Term, Redecorate the Premises to the satisfaction of the Landlord acting reasonably. If the Tenant fails to Redecorate the Premises the Landlord may Redecorate them at the Tenant's expenses.

**6.6 Glass**

The Tenant will replace all glass in the Premises or forming part of the boundary walls of the Premises that is broken during the Lease Term.

**6.7 Air Conditioning Maintenance – Deleted Intentionally**

**7 Alterations**

**7.1 Prohibition against Alterations**

Subject to clauses 7.2 and 7.3, the Tenant will not make any alterations or additions to the Premises without first obtaining the Landlord's written consent and complying in all respects

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with the requirements of the Tenant's Fitout Guide and with the following conditions:

- 7.1.1 the Tenant will submit to the Landlord full detailed drawings and other specifications of the proposed works including particulars of the materials to be used;
- 7.1.2 the proposed works must be approved by the Landlord's architect;
- 7.1.3 the Tenant will obtain the approval of the local and any other relevant authorities to the proposed works where required and shall immediately provide a copy of such approval to the Landlord;
- 7.1.4 the works will be carried out by contractors who have current public liability insurance for an amount nominated by the Landlord;
- 7.1.5 the Landlord may require the Tenant to use a nominated contractor if any warranty or other similar benefit enjoyed by the Landlord may be detrimentally affected if the works are not carried out by the nominated contractor;
- 7.1.6 the works shall be carried out in a proper and workmanlike manner to the satisfaction of the Landlord's architect and if the Landlord so requires under the supervision of the Landlord's architect;
- 7.1.7 the Tenant shall pay to the Landlord on demand the reasonable costs and expenses of the Landlord's architect and any other Landlord's consultants relating to the Landlord's consent (whether or not any consent is granted) and the supervision of the works;
- 7.1.8 the Tenant indemnifies the Landlord against all Claims which the Landlord may suffer or incur in connection with the works;
- 7.1.9 the Tenant will observe and perform any other terms and conditions reasonably imposed by the Landlord when granting its consent.

**7.2 Alterations Required for Tenant's Business**

If any alterations are required by any Statute ordinance regulation by-law order requirement or notice of a public or other authority the Landlord's consent under clause 7.1 will not be unreasonably withheld.

**7.3 Internal Partitions**

The Tenant will not install alter or remove any internal partitions in the Premises without the prior written consent of the Landlord which consent will not be unreasonably withheld. If such consent is given the conditions referred to in clauses 7.1.1 to 7.1.9 will apply. Any partitions erected by the Tenant remain the property of the Tenant who is responsible for their maintenance and insurance.

**7.4 Tenant's Fixtures**

- 7.4.1 Any fixtures installed by the Tenant may at the end of this Lease be taken down and removed if the removal can be carried out without affecting the structure of the Complex. The Tenant must fix to the satisfaction of the Landlord acting reasonably any damage done to the Complex by the installation or removal of these fixtures.
- 7.4.2 Any fixtures not removed by the Tenant at the end of this Lease and all other goods of

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the Tenant left on the Premises will be considered abandoned by the Tenant and become the property of the Landlord. The Landlord may in its discretion sell or otherwise dispose of abandoned fixtures and goods in any manner the Landlord thinks fit.

8 Insurance & Risk

8.1 Tenant's Insurances

8.1.1 The Tenant will during the Lease Term at its expense take out in the name of the Tenant noting the interests of the Landlord and any mortgagees of the Premises the following insurances:

8.1.1.1 Property: Insurance upon all property situated in the Premises owned by the Tenant or for which the Tenant is legally liable including fixtures and improvements installed in the Premises by the Tenant, the policies to be for an amount not less than the full replacement cost with coverage against at least fire with standard extended coverage.

8.1.1.2 Public Risk Insurance: Applying to all operations of the Tenant and including bodily injury liability and property damage liability personal injury liability products liability contractual liability contingent liability and tenant's legal liability with respect to the occupancy by the Tenant of the Premises. The policy will be written on a comprehensive basis with limits of not less than \$20,000,000 per occurrence or such higher limits as the Landlord or its mortgagee reasonably requires from time to time.

8.1.1.3 Plate Glass Insurance: All plate glass in the Premises or forming part of the boundary walls of the Premises for reinstatement following breakage or damage from any cause.

8.1.1.4 Business Interruption Insurance: For an amount sufficient to reimburse the Tenant for direct or indirect loss of earnings attributable to perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises.

8.1.1.5 Workers Compensation Insurance: In respect of any employees of the Tenants as required under the *Workers Compensation and Rehabilitation Act (Qld) 2003*.

8.1.1.6 General: Any other form of insurance as the Tenant or the Landlord's mortgagee reasonably requires from time to time in amounts and for perils against which a prudent Tenant would protect itself in similar circumstances.

8.1.2 Certificates of insurance or (if required by the Landlord or its Mortgagee) certified copies of each insurance policy will be delivered to the Landlord as soon as practicable after they are taken out.

8.1.3 If the Tenant fails to comply with its obligations to take out any insurance under this clause the Landlord may effect the insurance at the cost of the Tenant.

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**8.1.4 Landlord's Insurance**

The Landlord will insure the Building against fire lightning impact by aircraft earthquake explosion impact by vehicles and animals malicious damage (other than by persons in or about the Building with the actual or implied consent of the Tenant any subtenant or licensee) rainwater storm and/or tempest in broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance is effected. The obligation to insure against any risk is conditional upon insurance for that risk being available from reputable insurers at reasonable rates.

**8.2 Risk**

8.2.1 The Tenant uses the Premises at its own risk. The Landlord is not responsible for any loss or damage of the Tenant's property on the Premises for any reason. The Landlord is not legally responsible for any loss of profits resulting from any damage even if the damage occurs because of any defect in the construction of the Building or of any of its services or any act or omission by any contractor of the Landlord or any other tenant of the Building or their respective employees or any member of the public.

8.2.2 The Landlord is not legally responsible to the Tenant for any Claim arising from the malfunction or interruption of the water gas or electricity services the Air Conditioning Equipment the Fire Equipment the lifts escalators and travelators (if any) and/or the Appurtenances contained in the Premises or the Complex from any cause.

8.2.3 Despite anything in this Lease or implied by law to the contrary the Landlord is not legally responsible for any Claim the Tenant may assert because the Landlord does or does not do something in respect of the Premises or the Complex unless the Tenant gives to the Landlord notice in writing and the Landlord unreasonably fails within a reasonable time to take proper steps to rectify it.

**9 Indemnities**

Except to the extent caused or contributed to by the Landlord, the Tenant indemnifies the Landlord against all Claims which the Landlord may become legally responsible during the Lease Term in respect of or arising from:

9.1 Loss damage or injury from any cause to property or person inside or outside the Building occasioned or contributed to by the neglect or default of the Tenant.

9.2 The negligent use by the Tenant of any water gas or electricity or other services to the Complex.

9.3 The overflow leakage or escape of water fire gas electricity or any other harmful agent in or from the Premises caused or contributed to by any act or omission by the Tenant.

9.4 The Tenant's failure to notify the Landlord of any defect in any of the Air Conditioning Equipment the Fire Equipment or Appurtenances in the Premises of which the Tenant is aware or ought to be aware.

9.5 Loss damage or injury from any cause to property or person caused or contributed to by the use of the Premises by the Tenant and arising out of the Tenant's neglect or default.

9.6 The improper or faulty erection or construction of facilities trade fixtures or equipment installed in the Premises by the Tenant.

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9.7 Any personal injury sustained by any person in or about the Premises other than by the wilful or negligent act of the Landlord its servants or agents.

The indemnities in this clause extend to the acts and omissions of the Tenant and any employee agent licensee invitee subtenant or other person claiming through or under the Tenant.

**10 Assignment Sub-letting & Other Dealings**

**10.1 General Prohibition Against Assignment or Subletting**

The Tenant will not assign the whole of the Premises or sublet grant any license over share or part with the possession of the whole or part of the Premises without first obtaining the written consent of the Landlord which shall not be unreasonably withheld or delayed if the following conditions are satisfied:

- 10.1.1 the Tenant gives to the Landlord reasonable prior written notice of the Tenant's desire to deal with the Lease details of the nature of the proposed dealing and the name of the Incoming Tenant;
- 10.1.2 the Tenant gives to the Landlord upon demand such further information financial reports or other material as the Landlord may reasonably require in respect of the proposed dealing and/or the Incoming Tenant;
- 10.1.3 the Incoming Tenant is a respectable and financially responsible person who has trading experience at least equal to that of the Tenant and has the ability to meet the Tenant's obligations contained in this Lease;
- 10.1.4 the Tenant is not in breach of the Lease;
- 10.1.5 in the case of a proposed subletting the conditions set out in clause 10.2 are satisfied;
- 10.1.6 the Incoming Tenant enters into a covenant with the Landlord that the Incoming Tenant will observe and perform all obligations conditions and restrictions contained in this Lease on the part of the Tenant to be observed and performed;
- 10.1.7 the Tenant pays the Landlord's reasonable legal and other costs incurred in connection with considering the proposed dealing (whether or not the Landlord's consent is granted) including the cost of enquiries made by or on behalf of the Landlord regarding the solvency fitness and suitability of the Incoming Tenant;
- 10.1.8 if the Incoming Tenant is a limited liability company, 1 or more directors or shareholders of the Incoming Tenant as may be reasonably required by the Landlord will provide personal guarantees to the effect that:
  - 10.1.8.1 the Incoming Tenant will pay the Rent and observe and perform all obligations conditions and restrictions contained in this Lease on the part of the Tenant to be observed and performed;
  - 10.1.8.2 they will indemnify the Landlord against all loss damages costs and expenses arising by reason of any default by the Incoming Tenant;
  - 10.1.8.3 any neglect or forbearance of the Landlord will not release the guarantees provided; and

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- 10.1.8.4 the guarantors will upon disclaimer of these presents by the Incoming Tenant or on dissolution of the Incoming Tenant accept a new lease of the Premises for the residue then unexpired of the Lease Term and at the Rent payable under this Lease and subject to the same terms and conditions.

**10.2 Subleases**

Every permitted sublease of the Premises must be granted at a rent equal to the then current market rental value of the underlet premises and will contain covenants:

- 10.2.1 for the review of the rent reserved on the same basis as the Base Rent is to be reviewed in this Lease;
- 10.2.2 prohibiting the subtenant from doing or allowing any act or thing inconsistent with or in breach of this Lease; and
- 10.2.3 not to assign or sublet the underlet premises except in accordance with this Lease.

**10.3 Absolute Prohibition Against Assignment of Part**

The Tenant will not assign part only of the Premises without first obtaining the written consent of the Landlord which may be granted or refused in the absolute discretion of the Landlord.

**10.4 No Release**

Except to the extent that section 50A of the *Retail Shop Leases Act 1994* applies, the Tenant's liability under the obligations and conditions contained in the Lease will not be reduced or discharged by reason of any time or other indulgence now or at any time granted by the Landlord to any Incoming Tenant and the liability of the Tenant to assure the performance of the Lease will not be affected by any further assignments or subletting of the Lease.

**10.5 Prohibition Against Mortgage or Other Dealings**

The Tenant will not mortgage charge or otherwise deal with the Tenant's interest in this Lease (including part of such interest) without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed.

**10.6 Concessions & Franchises**

Without limiting the generality of clauses 10.1 to 10.3 the Tenant will not permit any business to be operated from the Premises by any concessionaire franchisee licensee or others without the written consent of the Landlord which consent may be arbitrarily withheld. If the Landlord consents to any concession franchise or licence each concession franchise or licence will be subject to the following conditions:

- 10.6.1 the concession franchise or licence will be subject to the terms and conditions in this Lease;
- 10.6.2 the aggregate area of all concessions franchises or licences will not at any one time exceed such percentage of the area of the Premises as the Landlord in its sole discretion considers advisable;
- 10.6.3 each concessionaire franchisee or licensee will carry on business under the trade name and style of the Tenant and in a manner so such business will appear as an



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integral part of the Tenant's business;

10.6.4 the Tenant will provide the Landlord with an executed copy of each concession franchise and licence agreement and the Landlord will have the right to approve the terms of the agreement or to request changes to the agreement which the Tenant will make or have made prior to its grant; and

10.6.5 the Tenant and any concessionaire franchisee or licensee will execute any document or instrument which the Landlord requires including without limitation a sublease of the Premises substantially in the form of this Lease.

**10.7 Deemed Assignment Where Corporate Tenant**

10.7.1 This clause only applies where the Tenant is a corporation that is not a listed public company or a wholly-owned subsidiary of a listed public company.

10.7.2 If there is a proposed assignment or disposal of:

10.7.2.1 a shareholding of 50% or more of the issued share capital of the Tenant or its holding company; or

10.7.2.2 a shareholding in the Tenant or its holding company which would entitle the person acquiring such shareholding to 50% or more of the voting power of all shares represented at any meeting of members of the Tenant,

such assignment or disposal will be deemed an assignment of this Lease requiring the prior written consent of the Landlord under clause 10.1.

**10.8 Assignment by Landlord**

If the Landlord sells an interest in the Complex or in this Lease the Landlord will not be legal responsible under any clause in this Lease to the extent that the buyer is responsible for compliance with those clauses.

**10.9 Retail Shop Leases Act 1994**

Section 45 of the *Retail Shop Leases Act 1994* does not apply to this Lease.

**11 Costs**

**11.1 Costs to be Paid by Tenant**

The Tenant will pay:

11.1.1 the reasonable surveyor's fees for the preparation of the necessary lease plan;

11.1.2 the Landlord's reasonable expenses in obtaining any necessary consent to this Lease from the local authority;

11.1.3 all stamp duty and registration fees payable in respect of this Lease;

11.1.4 all costs and expenses (including legal costs and fees payable to a surveyor or architect) incurred by the Landlord incidental to the preparation and service of any notice under section 127 or section 124 of the *Property Law Act 1974*;

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- 11.1.5 the Landlord's reasonable expenses relating to any surrender or termination of this Lease except through its expiry;
- 11.1.6 the Landlord's reasonable expenses in granting or refusing any consent required under this Lease; and
- 11.1.7 all amounts the Landlord may expend because of any default by the Tenant in the performance and observance of any term of this Lease.

**12 Mortgagee of Freehold**

- 12.1 The Landlord and the Tenant must enter into a deed containing the reasonable terms and conditions of consent if required by the Mortgagee.
- 12.2 The Landlord will pay the Tenant's reasonable costs in relation to entering into a deed as required under Clause 12.1.
- 12.3 In consideration of the Landlord granting this lease to the Tenant the Tenant agrees that the Mortgagee's consent to this Lease is subject to the following conditions:
  - 12.3.1 the mortgage remains in full force as if the Mortgagee's consent to this Lease had not been given but so long as the Tenant pays the Rent strictly in accordance with this Lease and otherwise observes and performs the terms of the Lease the Mortgagee will exercise any power of sale or other power or remedy if the Landlord defaults subject to the subsisting rights of the Tenant;
  - 12.3.2 that so long as the Mortgagee is registered as mortgagee of the Complex the Tenant will obtain the consent of the Mortgagee whenever the Landlord's consent is required;
  - 12.3.3 if the Mortgagee gives notice to the Tenant demanding receipt of rents and profits then the Tenant's obligations and the Landlord's rights under this Lease are treated as obligations to and rights of the Mortgagee until the notice is withdrawn or the relevant mortgage is discharged;

**13 Landlord's Covenants**

**13.1 Quiet Enjoyment**

If the Tenant observes and performs all its obligations in this Lease the Tenant may peaceably hold and enjoy the Premises during the Lease Term without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

**13.2 Landlord to Pay Rates**

The Landlord must pay all rates and land tax payable in respect of the Complex except any rates and taxes which the Tenant has agreed to pay.

**13.3 Tenant to Have Access**

The Landlord will permit the Tenant its servants agents licensees and invitees at all times during the Lease Term (except in the case of emergency) to have access (in common with the Landlord and all other persons to whom the Landlord grants the like right) to and from the Premises through the various entrances and exits of the Building as may be necessary or convenient for the purposes of the Tenant's business but not for any other purpose.

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13.4 **Tenant to Have Access to Toilets**

The Tenant its servants agents licensees and invitees may (in common with all other persons to whom the Landlord grants the like right) use the toilet facilities in the Building.

13.5 **Air Conditioning**

13.5.1 Subject to clause 8.2.3, the Landlord must take reasonable steps to keep and maintain the Air Conditioning Equipment the Fire Equipment the lifts escalators and travelators (if any) and the Appurtenances in the Premises or the Complex in proper operating order.

13.5.2 The Tenant is not entitled to claim any damages abatement of rent or any matter in connection with the operation of the Air Conditioning Equipment including any breakdown or failure to maintain the Air Conditioning Equipment by the Landlord.

14 **Default**

14.1 **Default by Tenant**

The Tenant is in default if:

14.1.1 the Rent or any part thereof is unpaid for 7 days after it has become due whether any formal demand is made for it or not; or

14.1.2 any money payable by the Tenant to the Landlord upon demand is unpaid for 14 days after the making of any demand; or

14.1.3 the Tenant does not observe or perform any of the Essential Terms (as defined in clause 14.3) of this Lease on the part of the Tenant to be performed or observed; or

14.1.4 the Tenant does not comply with any notice within a reasonable time requiring the Tenant to perform or observe any obligations other than the Essential Terms (whether expressed or implied) in this Lease and on the part of the Tenant to be performed or observed (including of a negative character); or

14.1.5 the repairs required by any notice are not completed by the Tenant within the reasonable time specified in the notice; or

14.1.6 judgment for an amount exceeding \$20,000 is obtained or entered up against the Tenant in any court of competent jurisdiction and is not satisfied within 21 days; or

14.1.7 the Tenant does or suffers to be done any act whereby the estate or effects of the Tenant may become liable to be taken in execution; or

14.1.8 any form of external administration is instituted in respect of the Tenant including under the *Corporations Act 2001* (Cth) or otherwise, but does not include any administrator appointed under the *Local Government Act 2009*;

14.1.9 a receiver a manager and receiver or an official manager is appointed in respect of the Tenant or the Tenant's estate and interest in this Lease;

14.1.10 the Tenant being a corporation enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or

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enters into an arrangement or composition with its creditors within the meaning of the Corporations Law;

- 14.1.11 the Tenant being a natural person commits an act of bankruptcy or enters into an arrangement assignment or composition under the *Bankruptcy Act 1966*;
- 14.1.12 the Tenant being a natural person dies or becomes of unsound mind or his estate is liable to be dealt with in any way under the laws relating to mental health;
- 14.1.13 the Tenant abandons or vacates the Premises or is dispossessed of the Premises by process of law.

**14.2 Forfeiture of Lease**

If the Tenant is in default as specified in clause 14.1, the Landlord may without prejudice to any other rights which the Landlord has or may have against the Tenant (including without limitation the right to recover damages) and subject to giving any prior demand or notice required by law:

- 14.2.1 re-enter and take possession of the Premises (by force if necessary) and eject the Tenant and all other persons. Upon such re-entry, this Lease will terminate;
- 14.2.2 by notice to the Tenant terminate this Lease from the date of giving the notice; and/or
- 14.2.3 by notice to the Tenant convert the unexpired portion of the Lease Term into a monthly tenancy and upon such notice being given this Lease will terminate and the Tenant will occupy the Premises as a tenant from month to month on the terms of the Lease so far as they can be applied.

**14.3 Essential Terms**

The Parties agree that the Essential Terms of this Lease are clause 3.1 (Payment of Base Rent) clause 3.6 (Goods and Services Tax), clause 4.1 (Payment of Outgoings), clause 5.1 (Use of Premises), clause 5.2 (To Carry on Business), clause 5.5 (Legal Requirements), clause 6.2 (Maintenance of Premises), clause 7.1 (Prohibition Against Alterations), clause 8.1 (Tenant's Insurance), clauses 10.1-10.7 (Prohibition Against Dealing), clause 21 (Relocation) and clause 22 (Redevelopment).

**14.4 Damages**

If the Landlord determines this Lease under clause 14.2 the Landlord may recover from the Tenant in addition to damages and amounts recoverable apart from this clause:

- 14.4.1 any Rent and Outgoings due but unpaid at the date of the determination;
- 14.4.2 the amount by which the Rent and Outgoings between the date of determination and the date of expiry of this Lease by effluxion of time exceeds the rent and outgoings received or likely to be received from any other tenant to whom the Premises are relet or may be relet during that period;
- 14.4.3 any other amount necessary to compensate the Landlord as a result directly or indirectly of the Tenant's default and the Landlord's determination of the Lease including:
  - 14.4.3.1 costs of maintaining the Premises;

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- 14.4.3.2 costs of recovering possession of the Premises;
- 14.4.3.3 expenses of reletting including necessary renovation or alteration of the Premises;
- 14.4.3.4 legal costs;
- 14.4.3.5 real estate commissions charges and fees.

For the purposes of this clause, the onus of proving that the Premises are likely to be relet and the amount of the rent likely to be received is upon the Tenant. For the purpose of calculating the Rent and Outgoings that would have been payable after the determination of this Lease and to the extent that the Rent and Outgoings that would have been payable cannot be established certainly, it will be assumed that the Rent and Outgoings would have increased annually by 5% on each anniversary of the Date of Commencement.

**14.5 Repudiation**

If:

14.5.1 the Tenant defaults under an Essential Term of this Lease; and

14.5.2 the Landlord accepts the Tenant's repudiation of this Lease,

the Tenant shall compensate the Landlord for any loss or damage suffered including without limitation damages for loss of bargain. The Tenant's obligation to compensate the Landlord is not affected or limited by:

14.5.3 the Tenant vacating the Premises;

14.5.4 the conduct of the Landlord and the Tenant constituting a surrender by operation of law; or

14.5.5 any other lawful conduct of the Landlord.

**14.6 Landlord's Right when Tenant Abandons Premises**

If the Tenant vacates the Premises or otherwise repudiates this Lease the Landlord may without being treated as accepting the surrender of this Lease or terminating it show the Premises to prospective tenants and/or renovate restore clean and secure the Premises. The Tenant is treated as having vacated if it ceases to carry on the Permitted Use of the Premises for 7 days in a row without the Landlord's approval.

**14.7 Reservation of Rights**

The rights and powers conferred on the Landlord by this clause are in addition to any other right or power which may be conferred upon the Landlord at law or in equity.

**14.8 Non-Waiver**

Any waiver of any breach or default under this Lease or any waiver of any term or condition of this Lease must be in writing and will be effective only to the extent set out in the written waiver. All remedies either under this Lease or by law or otherwise afforded to the Landlord are

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cumulative and not alternative.

14.9 **Accord and Satisfaction**

The Landlord may accept a cheque or payment without prejudice to the Landlord's right to recover the balance of the Rent or pursue any other remedy.

14.10 **Performance of Tenant's Covenants by Landlord**

If the Tenant fails to make any payments or to carry out any terms in this Lease then the Landlord may do so. The Tenant will pay to the Landlord immediately upon demand all moneys which the Landlord expends on their behalf with interest calculated at the Stipulated Rate from the time of those moneys having been so expended to the date of payment.

14.11 **Interest on Arrears**

The Tenant will pay to the Landlord interest on any Rent or other moneys which are in arrears calculated at the Stipulated Rate from the time of the Rent or other moneys respectively falling due to the date of payment.

15 **Damage Or Destruction**

15.1 **Substantially Unfit or Substantially Inaccessible**

15.1.1 If the Premises or the Complex is damaged by an Insured Risk so that the Premises are substantially unfit for the occupation and use of the Tenant or (having regard to the nature and location of the Premises and the normal means of access) substantially inaccessible then:

15.1.1.1 Base Rent and other moneys payable under this Lease (except Turnover Rent) are reduced in proportion to the nature and extent of the damage until the Premises have been restored or made accessible;

15.1.1.2 within 14 days of damage occurring to the Premises the Tenant may serve on the Landlord a written **Damage Notice** notifying that the Premises are unfit or inaccessible. Within 31 days after being served with a Damage Notice, the Landlord may give the Tenant a **Restoration Notice** notifying that the Landlord will make the Premises fit for occupation and use or render them accessible to the Tenant. If the Landlord does not give a Restoration Notice the Tenant may terminate this Lease by notice in writing to the Landlord;

15.1.1.3 if the Landlord gives a Restoration Notice to the Tenant but does not within a reasonable time substantially commence and diligently proceed to make the Premises fit for occupation and use or render them accessible to the Tenant the Tenant may give the Landlord notice of intention to terminate this Lease. If after receiving such notice the Landlord does not act with reasonable speed and effort to fix the Premises or access the Tenant may terminate this Lease by giving at least 1 Month's notice in writing to the Landlord and at the end of that period this Lease terminates;

15.1.1.4 Clauses 15.1.1.1 to 15.1.1.3 will not apply if the Tenant or an employee agent licensee invitee customer visitor of the Tenant or of any subtenant licensee or other occupier claiming under the Tenant caused the damage

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negligently or by a failure to act;

- 15.1.2 If in the Landlord's opinion the damage to the Premises or the Complex is such that it is impractical or undesirable to restore the Premises or if the damage to the Premises or the Complex occurs less than 2 years prior to the end of the Lease Term the Landlord may terminate this Lease by giving not less than 1 Month's notice in writing to the Tenant and at the end of that period this Lease terminates;
- 15.1.3 The Landlord is not legally responsible for the termination of this Lease pursuant to clause 15.1.1. Any termination is without prejudice to the rights of either party regarding a previous breach or non-observance of a term of this Lease.

**15.2 Wholly Unfit or Totally Inaccessible**

- 15.2.1 If the Complex or the Premises are taken for any public purpose or are so damaged that the Premises are rendered wholly unfit for the occupation and use of the Tenant or totally inaccessible:
- 15.2.1.1 Base Rent and other moneys payable under this Lease will cease to be payable until the Premises have been restored or made accessible;
- 15.2.1.2 the Landlord may notwithstanding anything contained or implied in this Lease terminate this Lease by giving at least 1 Month's notice in writing to the Tenant and at the expiration of that notice this Lease terminates and the Landlord is not legally responsible for the termination;
- 15.2.1.3 the Tenant may terminate this Lease by giving not less than 1 Month's notice in writing to the Landlord and at the end of that period this Lease terminates;
- 15.2.1.4 clauses 15.2.1.1 to 15.2.1.3 will not apply if the Tenant or an employee agent licensee invitee customer visitor of the Tenant or of any subtenant licensee or other occupier claiming under the Tenant caused the damage negligently or by a failure to act.
- 15.2.2 Any termination under clause 15.2.1 is without prejudice to the rights of either party in respect of any previous breach of a term of this Lease.

**15.3 Resolution of Disputes**

Any dispute arising under this clause 15 will be determined by a member of the Valuers' Institute or its successor appointed by the President for the time being of that Institute on the application of the Landlord or the Tenant. The appointed person will in making their determination act as an expert and not as an arbitrator and their decision will be final and binding on both Parties. The cost of the decision will be paid by either or both of the Parties (and if so in such proportion) as the person appointed decides.

**15.4 Landlord Not Obligated to Reinstate**

- 15.4.1 Nothing in this Lease obliges the Landlord to reinstate the Premises or the Complex or the means of access to them.

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15.4.2 When reinstating the Premises or the Complex the Landlord is entitled to make such changes to their design fabric character or dimensions as are necessary due to any legal or other requirement imposed by any relevant public authority.

**15.5 Insurance Proceeds**

If the Premises or the Complex are damaged or destroyed and the Lease is terminated under this clause 15 all proceeds from any insurance policy which the Landlord takes out under this Lease will remain the property of the Landlord.

**16 Complex**

**16.1 Alterations or Additions to the Complex**

16.1.1 The Landlord may alter add to or increase the height or elevation of the Complex or effect repairs to it or to any part of it (including the Premises) for any purpose in any manner the Landlord may think fit provided that the alterations additions or repairs are carried out in a reasonable manner.

16.1.2 The Landlord or any person authorised by the Landlord may at any time enter upon the Premises for the purpose of making such alterations additions or repair and to erect scaffolding.

16.1.3 Notwithstanding this clause the Landlord is not entitled to alter the Premises without the prior approval of the Tenant. The Landlord is also required to provide reasonable access to the Premises during any period in which alterations to the Complex are being carried out.

**16.2 Signage**

16.2.1 The Landlord has the sole and exclusive right at all times during the Lease Term to erect or affix any display sign or advertisement on or to the roof of the Building above fascia level and the external walls of the Building (save the shop fronts) and has the right of reasonable access over the Premises to and from any display sign or advertisement for the purpose of installing maintaining or removing it.

16.2.2 The Landlord has full control of the illuminated sign (if any) on the fascia of the Premises and may cause it to be illuminated at the cost of the Tenant during all hours the Landlord thinks fit.

16.2.3 The Tenant acknowledges and agrees that any signage that it requires will be subject the Landlord's Approval and compliance with all requirements of any statutes and other orders, ordinances, regulations, requirements, notices and by-laws made by any public body or authority relating to such signage.

16.2.4 The Tenant will also be responsible for all costs associated with its signage including but not limited to the sign and fabrication costs, maintenance and repair, insurance, annual fees for the signage (if any) and electricity costs (if any) associated with the Tenant's signage.

16.2.5 If the Complex has pylon signage the Tenant can make application to the Landlord for representation on such signage (such approval not to be unreasonably withheld).



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16.2.6 For the avoidance of doubt, the Tenant will be required to make its own application, as its sole cost and expense to the relevant authority(s) for any Tenant's signage.

**16.3 Use of Pipes**

The Landlord is entitled to the uninterrupted passage of services from and to other parts of the Complex or any adjoining property through the pipes which now are or may during the Lease Term be in under or over the Premises and is entitled at reasonable times and upon reasonable notice (except in the case of emergency) to enter (or in the case of emergency to break and enter) the Premises to construct and to maintain in or under or over the Premises any pipes for the benefit of any other part of the Complex or any adjoining property.

**16.4 Common Areas - Landlord's Rights**

The Landlord may whenever it chooses:

- 16.4.1 remove or relocate any of the Common Areas and the Car Park;
- 16.4.2 erect additional buildings and structures on the Common Areas and the Car Park;
- 16.4.3 close all or any entrances to the Complex;
- 16.4.4 grant the exclusive use of structures in the Common Areas such as kiosks and displays;
- 16.4.5 use the Common Areas for functions and displays;
- 16.4.6 grant licences to use the Common Areas;
- 16.4.7 impose charges for parking in the Car Park;
- 16.4.8 grant easements and other property rights in respect of the Complex if they do not substantially and permanently diminish the Tenant's rights under this Lease;
- 16.4.9 prohibit persons whom the Landlord reasonably believes are undesirable from entering the Complex;
- 16.4.10 add buildings to the Complex and extend existing buildings;
- 16.4.11 install a public address system and a music system throughout the Complex and use them as it sees fit,

and subject to any compensation right of the Tenant under the *Retail Shop Leases Act 1994* the Tenant must not make and releases the Landlord from any claim for compensation or damage in connection with the exercise of any rights granted to the Landlord by this clause.

**16.5 Common Areas - Tenant's Obligations**

The Tenant will:

- 16.5.1 supply the Landlord with the make and registration number of any motor vehicles of the Tenant and its employees or agents employed at the Complex;

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16.5.2 prevent persons over whom it has control from obstructing the entrances exits and driveways in the Car Park;

16.5.3 prevent persons over whom it has control from obstructing the Common Areas;

16.5.4 ensure that persons over whom it has control observe the Regulations.

**16.6 Regulations**

The Tenant will comply with the Regulations. The Landlord may at any time alter the Regulations and make further Regulations provided that the rights of the Tenant expressed in this Lease are not substantially diminished. All amendments and additions will bind the Tenant when notice of them is given to the Tenant in writing by the Landlord. If there is any inconsistency between the provisions of this Lease and any Regulations the provisions of this Lease prevail. The Landlord will not be legally responsible for any loss or damage arising out of any non-enforcement of the Regulations.

**17 Centre Management**

**17.1 Trading Name**

If the name under which the Tenant conducts its business at the Premises includes words derived from the name of the Complex then at the end of this Lease the Tenant will if required by the Landlord change its name so as to exclude those words and execute a transfer of all rights in respect of the business name that includes those words (whether standing alone or in combination with any other words) in favour of the Landlord or any person nominated by it including the transfer of any registered business name or any rights under the *Trade Marks Act*. The Landlord is hereby irrevocably constituted the attorney of the Tenant for the purpose of executing those transfers.

**17.2 Managing Agent**

The Landlord may appoint a managing agent to manage the Complex and any managing agent so appointed will represent the Landlord in all matters relating to this Lease. Any communication from the Landlord to the Tenant will to the extent of any inconsistency override any communication from the managing agent.

**17.3 Complex Manager**

The Landlord may from time to time appoint a complex manager who will be given the rights of entry conferred upon or reserved by the Landlord and who will be responsible for the general day to day running of the Complex.

**18 General**

**18.1 Entire Agreement**

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

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**18.2 Negating of Moratorium**

To the fullest possible extent the provisions of all statutes operating directly or indirectly to lessen or otherwise vary in favour of the Tenant the obligations of the Tenant or to prevent or prejudicially affect the exercise by the Landlord of all or any of the rights powers and remedies conferred on the Landlord by this Lease are expressly negated and excluded from this Lease.

**18.3 New Guarantor**

The Tenant must give notice to the Landlord within 14 days after any of the following events during the Lease Term:

18.3.1 The death of any Guarantor;

18.3.2 The bankruptcy of any Guarantor;

18.3.3 The making or a receiving order against any Guarantor;

18.3.4 Any Guarantor becoming insane;

18.3.5 Any Guarantor becoming a company passing a resolution to wind up or entering into liquidation or having a receiver or a manager and receiver appointed.

If required by the Landlord the Tenant will within 28 days at its own expense procure some other acceptable to the Landlord to sign a guarantee in respect of the Tenant's obligations in this Lease in the same form as the Guarantor's covenants which are contained in this Lease or in any guarantee separate from this Lease.

**18.4 Inspection by Purchaser or Tenant**

The Tenant will:

18.4.1 allow the Landlord to exhibit on the Premises notices advertising the Complex or any part of it for sale; and

18.4.2 at all reasonable times upon prior reasonable notice permit the Landlord to show the Premises to prospective purchasers; and

18.4.3 within the 6 Month period immediately preceding the end of the Lease Term permit the Landlord to show the Premises to prospective tenants at all reasonable times and on prior reasonable notice and allow the Landlord to affix and exhibit on the Premises where the Landlord thinks fit the usual "For Sale" and/or "To Let" notices. In each case the notices may display the name and address of the Landlord and its agents. The Tenant will not remove any notice without the prior written consent of the Landlord.

**18.5 Modification of Implied Covenants**

The obligations and powers implied in leases by sections 105 and 107 of the *Property Law Act 1974* are negated. All other covenants on the part of the Tenant implied by the *Property Law Act 1974* are not negated but are modified to the extent of any inconsistency with the provisions of this Lease.

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18.6 Notices

18.6.1 Unless otherwise stated any notice given by the Landlord is deemed to be duly given and served on the Tenant if signed by the Landlord or the Landlord's Solicitors or (if the Landlord is a corporation) by any officer of the Landlord and delivered to the Tenant (or if more persons than one are Tenants under this Lease then to any one or more of them) personally or if the Tenant is a corporation then to any person at its registered office or principal place of business in this State or if left at the Premises or sent to the Tenant through the post in an envelope addressed to the Premises and in the latter case service is deemed to have been effected on the day following posting.

18.6.2 Any notice by the Tenant to the Landlord must be signed by the Tenant and served in the manner prescribed by section 347 of the *Property Law Act 1974*.

18.7 Severability

If it is held by a Court of competent jurisdiction that:

18.7.1 any part of this Lease is void voidable illegal or unenforceable; or

18.7.2 this Lease would be void voidable illegal or unenforceable unless any part of this Lease were severed,

that part will be severed from and will not affect the continued operation of the rest of this Lease.

18.8 Disclosure Statement

The Tenant acknowledges receipt of a disclosure statement complying in all respects with section 22(1) of the *Retail Shop Leases Act 1994*.

19 Covenant on Sale of Freehold

If, during the term the Landlord sells or transfers its interest in the Land of which the Premises forms part, and this Lease is not registered, the Landlord shall obtain from the purchaser or transferee a deed of covenant in favour of the Tenant agreeing to be bound by the terms of this Lease as if the purchaser or transferee were the Landlord as originally named in this Lease. Upon the Landlord delivering such deed of covenant to the Tenant, the Landlord shall be released from any further liability under this Lease.

20 Right to Strata Title

20.1 Landlord's Right To Sub Divide

The Landlord may at the Landlord's sole discretion at any time during the Lease Term make application to subdivide the whole or any part of the Land into units pursuant to the *Body Corporate and Community Management Act 1997* as amended from time to time (defined as **the Act** for the purposes of this clause) in such manner and on such terms as the Landlord shall in its absolute discretion determine subject to the following:

20.1.1 the Tenant at the Landlord's request shall execute a surrender of this Lease (**the Surrender**) as and from the date stipulated by the Landlord and deliver the same to the Landlord together with the Tenant's stamped copy of the lease. The Tenant shall do all such acts and sign all documents as shall be necessary to perfect the Surrender and (where necessary) to enable the Surrender to be registered;

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- 20.1.2 notwithstanding execution of the Surrender the Tenant shall continue to occupy the Premises up to and including the date of registration of the plan of subdivision to effect the subdivision of the Land as if the Surrender had not been executed;
- 20.1.3 in consideration of the Surrender the Landlord will grant to the Tenant a lease for the balance of the term under the surrendered lease then current and containing the same options (if any) then unexpired as the surrendered lease and otherwise on the same terms and conditions as the surrendered lease save that the premises under the new lease shall be that unit or units or part or parts created by the subdivision as shall correspond to the Premises and as determined by the surveyor who prepares the plan of subdivision. The determination of such surveyor will be final and binding on both Parties;
- 20.1.4 the Tenant will do all acts and sign all documents as shall be necessary to enable the new lease granted under this clause 20 to be stamped and registered;
- 20.1.5 the Landlord will pay the Tenant's proper and reasonable legal costs of and incidental to the preparation execution stamping and registration of the Surrender and the new lease;
- 20.1.6 the following terms conditions and stipulations shall also apply to the new lease:
- 20.1.6.1 the date of commencement shall be the date of registration of the plan of subdivision referred to in clause 20.1.2 but for the purposes of rent review the commencement date shall be deemed to be the commencement date of the surrendered lease;
  - 20.1.6.2 the Tenant shall at all times during the new lease term observe and cause all persons over whom it may have control to observe the by-laws of the Body Corporate in force at such times and whether relating to the premises or the common property or otherwise as if such by-laws were set forth in the new lease as covenants on the part of the tenant to be observed and performed;
  - 20.1.6.3 the Landlord hereby reserves absolutely all voting rights granted pursuant to the Act in respect of any unit or units comprising the premises provided the Landlord shall not exercise such rights in derogation of the Landlord's covenants or in a manner inconsistent with the rights of the Tenant;
  - 20.1.6.4 the Landlord's title to the premises is under the Act and the premises enjoy the benefits and burdens of the covenants for support shelter and services implied by the Act. The Tenant's right to use and enjoyment of the premises is subject to the rights of entry upon the premises and interruption of the services conferred upon the Body Corporate by the Act and/or its by-laws and the estate or interest of the Tenant in the demised premises is accepted subject to such rights. The Tenant shall be responsible to pay any body corporate levies in respect of the Premises in addition to Outgoings and any other charges payable under this Lease;
  - 20.1.6.5 if this Lease is guaranteed by a guarantor, the same guarantor shall be required to guarantee the new lease and it shall be the obligation of the Tenant to procure the execution of the guarantee in the new lease by such guarantors.

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Notwithstanding this clause the Landlord shall use its best endeavours to prevent any by-laws of the Body Corporate which have not been bona fide introduced by the Body Corporate for the proper operation and management of the Body Corporate or which have the effect of limiting the rights granted to the Tenant pursuant to this lease.

**21 Lessor's Right to Relocate**

**21.1 Relocation**

If:

21.1.1 the Landlord proposes refurbishing, redeveloping or extending the Building in which the Premises is situated during the Term or any renewal of it; and

21.1.2 the works mentioned in clause 21.1.1 cannot be carried out practicably without vacant possession of the Premises,

the Landlord may require the Tenant to relocate in accordance with this clause 21.

**21.2 Relocation Notice**

The Landlord must give to the Tenant at least 3 Months' notice of relocation (**Relocation Notice**) and that notice must state:

21.2.1 sufficient details of the proposed refurbishment, redevelopment or extension to indicate a genuine proposal that:

21.2.1.1 is to be carried out within a reasonably practicable time after relocation of the Tenant's Business; and

21.2.1.2 cannot be carried out practicably without vacant possession of the Premises;

21.2.2 details of the reasonably comparable alternative premises to be made available to the Tenant within the Centre; and

21.2.3 the day by which the Tenant must vacate the Premises.

**21.3 New lease**

By giving the Relocation Notice the Landlord is taken to have offered to the Tenant a new lease of the alternative premises on the same terms and conditions as this lease except that:

21.3.1 the term of the new lease is to be for the remainder of the Term of this lease; and

21.3.2 the Base Rent for the alternative premises is to be the same as the Base Rent for the Premises, adjusted to take into account the difference in the commercial values of the Premises and the alternative premises at the time of relocation.

**21.4 Termination by Tenant**

If a Relocation Notice is given to the Tenant, the Tenant may terminate this lease, within 1 Month after the Relocation Notice is received by giving written notice of termination to the Landlord, in which case this lease is terminated 3 Months after the Relocation Notice was given

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unless the parties agree that it is to terminate at some other time, and that date is the **Relocation Termination Date** for the purposes of this clause 21.

**21.5 Deemed acceptance**

If the Tenant does not give a notice of termination as referred to in clause 21.4 the Tenant is taken to have accepted the offer of a lease as referred to in clause 21.3 unless the parties have agreed to a lease on some other terms.

**21.6 Termination of lease**

Where the Landlord has given a valid Relocation Notice and the Tenant has not terminated this lease under clause 21.4, this lease terminates on the date of relocation specified in the Relocation Notice and that date is the Relocation Termination Date for the purposes of this clause 21.

**21.7 Surrender and vacant possession**

The Tenant must:

21.7.1 at the cost of the Landlord, execute and deliver a surrender of this lease (effective from the Relocation Termination Date) to the Landlord; and

21.7.2 vacate the Premises;

21.7.3 on or before the Relocation Termination Date.

**21.8 New lease execution**

Where the Tenant accepts or is deemed to accept the offer of a lease referred to in clause 21.3 the Tenant must execute (and ensure any Guarantor executes) the new lease within 14 days of the Landlord submitting the new lease to the Tenant.

**21.9 Relocation costs**

The Tenant is entitled to payment by the Landlord of the Tenant's reasonable costs of the relocation, being:

21.9.1 the costs of:

21.9.1.1 dismantling and reinstalling any fixtures and fittings; and

21.9.1.2 modifying or replacing any fixtures and fittings to the standard existing immediately before the relocation; and

21.9.1.3 the Tenant's legal costs.

**21.10 Landlord's liability**

Subject to clause 21.9, the Landlord is not liable for any loss or damage (including economic loss) suffered by the Tenant in relation to a relocation under this clause.

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21.11 **Existing rights**

The provisions of this clause 21 apply without prejudice to the rights of either party in respect of any prior breach.

22 **Demolition**

22.1 **Termination of lease for demolition etc**

If the Landlord wants to demolish a Building, or part of it, and as a result requires vacant possession of the Premises, the Landlord may terminate this lease by giving the Tenant at least 6 Months' notice of termination (**Termination Notice**) and that notice must state:

22.1.1 sufficient details of the proposed demolition to indicate a genuine proposal to demolish the Building (or part of it) within a reasonably practicable time after this lease is terminated; and

22.1.2 the day on which this lease terminates.

22.2 **Termination by Tenant**

After the Landlord has given a Termination Notice under clause 22.1 the Tenant may terminate this lease at any time within 6 Months before the termination date in the Termination Notice by giving the Landlord at least 7 days' notice of termination.

22.3 **Demolition compensation**

Where the Lease is terminated under this clause 22 the Landlord must pay to the Tenant reasonable compensation for the fitout of the Premises to the extent the fitout was not provided by the Landlord.

23 **Funds**

23.1 **Promotion Fund**

23.1.1 This clause will only apply if the Promotion Fund has been completed in the Particulars.

23.1.2 The Landlord will establish and maintain a promotion fund (**the Promotion Fund**). The Promotion Fund will be managed by the Landlord or by the Landlord's representative and used to promote and advertise the Complex.

23.1.3 The Landlord will on request provide to the Tenant details of all expenditure by the Promotion Fund for promotion and advertising.

23.1.4 The Tenant will contribute to the Promotion Fund by equal monthly instalments on the first day of every Month:

23.1.4.1 for the first Lease Year the amount set out in the Particulars; and

23.1.4.2 for the second and each subsequent Lease Year an amount calculated by increasing annually the contribution referred to in clause 23.1.4.1 by the same percentage that the Base Rent for the relevant Lease Year has increased over the Base Rent for the Lease last concluded.



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**24 Trusts**

**24.1 Trusts**

If the Tenant is at any time acting in the capacity of trustee of any trust (**the Trust**) then whether or not the Landlord may have notice of the Trust the Tenant covenants with the Landlord as follows:

- 24.1.1 this Lease extends to all rights of indemnity which the Tenant has against the Trust;
- 24.1.2 the Tenant has power and authority to enter into this Lease and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Tenant against the Trust and the Tenant will not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- 24.1.3 the Tenant will be and at all times remain personally liable to the Landlord for the due performance fulfilment and observance of the obligations in this Lease;
- 24.1.4 the Tenant will not without the consent in writing of the Landlord allow any of the following events to happen:
  - 24.1.4.1 the removal replacement or retirement of the Tenant as sole trustee of the Trust;
  - 24.1.4.2 any alteration to or variation of the terms of the Trust;
  - 24.1.4.3 any advancement or distribution of capital of the Trust;
  - 24.1.4.4 any resettlement of the trust property.

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

**25 First Option**

**25.1 Application**

This clause will only apply if a First Option Term has been nominated in the Particulars.

**25.2 Notice by Landlord**

At least 2 Months, but no longer than 6 Months, before the expiry of the Option Exercise Period, the Landlord must give the Tenant written notice of the date by which the Tenant, if the Tenant intends to exercise the Option referred to in this clause, must exercise it.

**25.3 Exercise of First Option**

If the Tenant:

- 25.3.1 gives written notice to the Landlord that it wishes to renew this Lease during the Option Exercise Period as specified in the Particulars; and
- 25.3.2 there is no current breach of the Tenant's obligations under this Lease and there has

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been no persistent breaches of an essential term through the Term then the Landlord will grant to the Tenant a further lease of the Premises on the following conditions:

- 25.3.2.1 the length of the renewal term will be the First Option Term as specified in the Particulars;
- 25.3.2.2 the rent for the first year of the First Option Term will be determined in accordance with clause 3.2 as if the date of commencement of the First Option Term were a Review Date and the method of review were as nominated for that First Option Review Date in the Particulars;
- 25.3.2.3 the terms and conditions will be the same as the terms and conditions of this Lease except for:
  - (a) this clause which will be deleted;
  - (b) the First Option Review Dates will apply for the purposes of clause 3.2; and
  - (c) such other changes as the Landlord may reasonably require.

**25.4 New Guarantee**

If at the date of exercise of the First Option Term the obligations of the Tenant under this Lease are the subject of a guarantee or indemnity the Tenant must:

- 25.4.1 procure from the persons who provided the guarantee or indemnity another guarantee or indemnity in respect of the lease for the First Option Term on the same terms apart from necessary changes; and
- 25.4.2 produce the properly executed valid and enforceable guarantee or indemnity to the Landlord within 30 days after the Landlord provides to the Tenant the documentation for the new guarantee or indemnity for the renewal term. This time limit is essential and if the Tenant fails to comply with such time limit the Landlord may terminate the new lease for the First Option Term by notice in writing to the Tenant.

**26 Second Option**

**26.1 Application**

This clause will only apply if a Second Option Term has been specified in the Particulars.

**26.2 Notice by Landlord**

At least 2 Months, but no longer than 6 Months, before the expiry of the Option Exercise Period, the Landlord must give the Tenant written notice of the date by which the Tenant, if the Tenant intends to exercise the Option referred to in this clause, must exercise it.

**26.3 Exercise of Second Option**

If the Tenant:

- 26.3.1 gives written notice to the Landlord that it wishes to renew this Lease during the Option Exercise Period as specified in the Particulars; and

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26.3.2 has at all times up to the date of expiration of the Lease Term complied punctually with its obligations under this Lease then the Landlord will grant to the Tenant a further lease of the Premises on the following conditions:

26.3.2.1 the length of the renewal term will be the Second Option Term as specified in the Particulars;

26.3.2.2 the rent for the first year of the Second Option Term will be determined in accordance with clause 3.2 as if the date of commencement of the Second Option Term were a Review Date and the method of review were as nominated for that Second Option Review Date in the Particulars;

26.3.2.3 the terms and conditions will be the same as the terms and conditions of this Lease except for:

- (a) this clause will be deleted;
- (b) the Second Option Review Dates will apply for the purposes of clause 3.2; and
- (c) such other changes as the Landlord may reasonably require.

**26.4 New Guarantee**

If at the date of exercise of the Second Option Term the obligations of the Tenant under this Lease are the subject of a guarantee or indemnity the Tenant must:

26.4.1 procure from the persons who provided the guarantee or indemnity another guarantee or indemnity in respect of the lease for the Second Option Term on the same terms apart from necessary changes; and

26.4.2 produce the properly executed valid and enforceable guarantee or indemnity to the Landlord within 30 days after the Landlord provides to the Tenant the documentation for the new guarantee or indemnity for the renewal term. This time limit is essential and if the Tenant fails to comply with such time limit the Landlord may terminate the new lease for the Second Option Term by notice in writing to the Tenant.

**27 Power of Attorney**

27.1 The Tenant irrevocably appoints the Landlord and (if the Landlord is a corporation) the directors the general manager and the secretary for the time being of the Landlord jointly and each of them separately to be the attorneys of the Tenant at any time after the Lease has ended to:

27.1.1 sign a transfer or a surrender of this Lease;

27.1.2 to procure the transfer or surrender to be registered;

27.1.3 from time to time to appoint a substitute or substitutes and revoke those appointments;

27.1.4 to do execute and perform any act deed matter or thing in accordance with this clause as fully and effectually as the Tenant could do.

27.2 The Tenant will ratify and confirm everything the attorneys or any substitute or substitutes lawfully do or cause to be done in accordance with this clause. A statutory declaration by an

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

27.3 For the avoidance of doubt, this clause 27 has no application while the tenant is Ipswich City Council ABN 61 461 981 077.

**28 End of Lease**

**28.1 Yield Up**

The Tenant will at the end of this Lease yield up the Premises in the order and condition described in clause 6.

**28.2 Remove Fittings**

28.2.1 If the Tenant has not already done so under clause 7.4 the Tenant will if required by the Landlord remove from the Premises within 14 days after the end of this Lease all fixtures and other contents installed by the Tenant and make good any damage caused to the Complex by the removal and if required by the Landlord will re-alter any alterations made by the Tenant so that the Premises are converted back to their original layout.

28.2.2 The Tenant's obligations in clause 28.2.1 include:

28.2.2.1 Removing all cables, conduits and wires, partitions and other structures put in place because of the requirements of the Tenant or any other person who held a tenancy;

28.2.2.2 Any part of the Premises structure in which holes have been made by or on behalf of the Tenant being made good;

28.2.2.3 Thorough cleaning, including removing all rubbish and other waste materials brought onto the Premises, the Building or the Land or caused by the Tenant or any other person who held a tenancy;

28.2.2.4 Repairing or replacing as may be necessary ceiling support grids and ceiling tiles;

28.2.2.5 Repainting with at least two (2) coats of premium quality paint and otherwise treat appropriately all the internal brickwork, masonry, timber, enamel, metal work and other surfaces of the Premises usually painted or treated;

28.2.2.6 Replacing carpet or other floor coverings with carpet or floor coverings approved by the Landlord; and

28.2.2.7 Make good any consequential damage caused.

28.2.3 The Tenant must comply with clause 7 in carrying out works under clauses 28.2.1 and 28.2.2.

28.2.4 The Landlord may at its option itself cause the fixtures and other contents to be removed and to be stored in a public warehouse or elsewhere at the risk of the Tenant and any damage to be made good and any alterations to be re-altered and may

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recover the costs of removal storage making good and/or re-alterations from the Tenant as a liquidated debt payable on demand.

28.3 **Abandoned Contents**

Any contents not removed by the Tenant under clause 7.4 and clause 28.2 will be deemed abandoned by the Tenant and will become the property of the Landlord. The Tenant will remain legally responsible for the expense of any removal by the Landlord of contents not removed by the Tenant from the Premises and the expense of making good any damage to the Premises caused by that removal by the Landlord.

28.4 **Removal of Signs**

At the end of this Lease the Tenant will remove any sign advertisement or hoarding painted placed on or in the Premises and restore the Premises to the condition they were in immediately before the advertisement sign or hoarding was so placed.

29 **Bank Guarantee**

29.1 **Application**

This clause will apply if the Particulars nominate an amount of bank guarantee.

29.2 **Provision of Guarantee & Review**

The Tenant must:

- 29.2.1 on or before executing this Lease arrange for the issue of an unconditional bank guarantee, issued by an Australian Banking Institution in a form and on terms acceptable to the Landlord, in favour of the Landlord for the amount stated in the Particulars (**Bank Guarantee**) to secure performance by the Tenant of its obligations under this Lease;
- 29.2.2 whenever the Base Rent is reviewed under clause 3 provide a replacement or additional bank guarantee so that the total Bank Guarantee bears to the Base Rent payable from each Review Date the same proportion as the amount stated in the Particulars bears to the Base Rent at the Date of Commencement;
- 29.2.3 ensure that any Bank Guarantee is kept current and enforceable and must not contain an expiry date; and
- 29.2.4 if the Landlord is paid an amount under the Bank Guarantee following a demand provide the Landlord with a replacement or additional bank guarantee for the amount paid out;
- 29.2.5 if the Landlord's interest in the Premises is assigned or transferred, the Tenant must, within 30 days of the Landlord requesting it, provide to the Landlord a replacement Bank Guarantee in favour of the transferee or assignee, failing which the Landlord may call upon the Bank Guarantee and pay the proceeds, less all sums appropriated by the Landlord in accordance with this clause, to the transferee or assignee, on the condition that such sum is held as a deposit on the same terms and conditions as the Bank Guarantee is held. Upon payment or transfer, the Landlord will be discharged from all liability to the Tenant or to any other person in respect of the Bank Guarantee.

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29.3 **Recourse to Bank Guarantee**

If the Tenant does not comply with any of its obligations under this Lease the Landlord may call on the Bank Guarantee to the extent of the Tenant's default.

30 **Security Bond**

30.1 **Application**

This clause applies if the Particulars nominate an amount of security bond.

30.2 **Amount**

The Tenant must on or before executing this Lease pay a security bond to the Landlord for the amount stated in the Particulars (**Security Bond**) to be held by the Landlord as security for the performance of the Tenant's obligations under this Lease.

30.3 **Holding of the Security Bond**

The Security Bond will be held by the Landlord's managing agent in its trust account and invested in an interest bearing account with any interest to be paid to the Tenant. The Tenant shall be deemed to be presently entitled to any interest accrued for the purposes of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*.

30.4 **Charging of the Security Bond**

The Tenant:

30.4.1 charges the Security Bond in favour of the Landlord for the Lease Term and any further terms with the performance by the Tenant of all its obligations under this Lease;

30.4.2 authorises the Landlord to make withdrawals from the Security Bond; and

30.4.3 must sign any documents that the Landlord requires to enable the Landlord to be paid any part of the Security Bond.

30.5 **Application of the Security Bond**

The Landlord may apply the Security Bond towards the payment of any money payable by the Tenant to the Landlord under this Lease.

30.6 **Maintenance of Security Bond**

If the Landlord applies the Security Bond under clause 30.5, the Tenant must within 14 days of being so requested pay any deficiency so that the Security Bond is reinstated to its full amount.

30.7 **Not to Prejudice Other Rights**

The application of the Security Bond by the Landlord does not prejudice the Landlord's other rights under this Lease or by law. The Landlord's failure to apply the Security Bond does not constitute a waiver.

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30.8 **Adjustment**

Whenever the Base Rent is reviewed under clause 3 the Tenant will pay an additional amount to form part of the Security Bond so that the total Security Bond bears to the Base Rent payable from each Review Date the same proportion as the amount stated in the Particulars bears to the Base Rent at the Date of Commencement.

30.9 **Bank Fees**

The Landlord is not legally responsible for any bank fees or charges GST or other tax on the interest bearing account in which the Security Bond is deposited. Any bank fees or charges GST or other taxes will be deducted from the Security Bond. If requested by the Landlord, the Tenant will provide its tax file number for disclosure to the relevant bank.

30.10 **Payment of Security Bond**

The Landlord must pay the balance of the Security Bond to the Tenant (including any interest) within 28 days after the Lease ends.

30.11 **Assignment of Security Bond**

If the Landlord sells the land on which the Premises are situated it may pay the Security Bond or assign its interest in it to the buyer of such land and on doing so, the Landlord will be discharged from any legal responsibility to the Tenant or any other person in relation to the Security Bond.

31 **Landlord's Limitation of Liability**

31.1 In this clause 31 the following terms have the following meanings:

31.1.1 "**Assets**" mean all real or personal assets, property or rights of the Trust;

31.1.2 "**Obligations**" means all obligations and liabilities undertaken or incurred by the Lessor under or in respect of this Lease; and

31.1.3 "**Trust**" means the CVS Lane Karalee Retail Trust.

31.2 Despite any other clause in this Lease, but subject always to clause 31.8, the Lessor enters into this Lease as trustee of the Trust and in no other capacity.

31.3 Subject to clause 31.8, the Lessor will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified out of the Assets.

31.4 Subject to clause 31.8, if the Assets of the Trust are not sufficient to satisfy a liability to the Lessee, the Lessee may not seek to:

31.4.1 bring proceedings against the Lessor in its personal capacity; or

31.4.2 apply to have the Lessor wound up or proving in the winding up of the Lessor.

31.5 Subject to clause 31.8, the parties release the Lessor from any personal liability in respect of loss or damage which they may suffer as a result of any:

31.5.1 Breach by the Lessor of any of its Obligations; or

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31.5.2 Non-performance by the Lessor of the Obligations; and

31.5.3 Which cannot be paid or satisfied from the indemnity set out above in paragraph 31.8 in respect of any liability incurred by it.

31.6 Subject to clause 31.7, the Lessor is only required to satisfy an Obligation to the extent that Obligation can be met from the Assets.

31.7 The Lessor will be liable both in its capacity as trustee and in its personal capacity for (and the limitations on, or releases of, the liability of the Lessor will not apply in respect of) any fraud, gross negligence, breach of trust, breach of the trust deed for the Trust or breach of duty by the Lessor (**Excluded Circumstances**). The Lessor's liability for the Excluded Circumstances will be unaffected if:

31.7.1 that this Lease is terminated for any reason;

31.7.2 the Lessor ceases to be the trustee for the Trust for any reason;

31.7.3 the relevant Excluded Circumstances limits, voids or otherwise adversely affects the Lessor's right of indemnification out of the Assets.

31.8 Where there is an inconsistency between this clause 31 and any other clause or term of this Lease, this clause 31 will prevail.

32 **Guarantee and Indemnity**

32.1 **Application**

This clause applies if the Particulars nominate any guarantors.

32.2 **Guarantee & Indemnity**

In consideration of the Landlord at the request of the Guarantor entering into this Lease with the Tenant the Guarantor covenants and agrees with the Landlord that:

32.2.1 it will be legally responsible jointly and separately with the Tenant for the payment of Rent and the due performance by the Tenant of all the obligations terms and conditions of this Lease on the part of the Tenant to be performed;

32.2.2 the Guarantor indemnifies the Landlord against all losses damages costs and expenses which the Landlord may incur from any breach or non-observance of this Lease by the Tenant;

32.2.3 the legal responsibility of the Guarantor is not affected by:

32.2.3.1 the Landlord exercising any rights under this Lease;

32.2.3.2 the Landlord terminating this Lease;

32.2.3.3 the Tenant that is a corporation being wound up or dissolved;

32.2.3.4 the Tenant who is a natural person being declared bankrupt;

32.2.3.5 a transfer of the Tenant's interest in this Lease;



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- 32.2.3.6 a variation of this Lease;
- 32.2.3.7 the completion of this Lease by the Landlord under the terms of any agreement for lease;
- 32.2.3.8 any failure by the Landlord to exercise its rights or any delay in doing so;
- 32.2.4 the Guarantor is treated as a primary debtor and contractor together and separately with the Tenant;
- 32.2.5 this guarantee and indemnity does not depend upon the enforceability of the obligations and agreements of any other person and remains binding even if another person does not sign this Lease or this guarantee and indemnity;
- 32.2.6 if the Tenant enters into liquidation (or being a natural person enters into bankruptcy) and the liquidator or trustee in bankruptcy disclaims this Lease the Guarantor must accept from the Landlord a lease of the Premises for a period equal to the remaining unexpired period of this Lease, the new lease to contain the same condition as are in this Lease;
- 32.2.7 if the Tenant or its successors or assigns exercises an option to renew this Lease this guarantee and indemnity will be treated as extending to the further lease and will be read and understood as if the further lease were this Lease and the tenant holding under it were the Tenant referred to in this Lease;
- 32.2.8 notices to be given to the Guarantor may be signed by the solicitors for the Landlord or any officer of the Landlord and may be given by post at the Guarantor's last known address;
- 32.2.9 if any part of this guarantee and indemnity is unenforceable that will not affect the enforceability of any other part of this guarantee and indemnity;
- 32.2.10 if the Guarantor is more than one person the liabilities of each of those persons are joint and separate;
- 32.2.11 this guarantee and indemnity takes effect immediately upon its signing and continues to be of full effect whether or not the Lease is later registered in the Department of Lands. References to **this Lease** include any equitable lease agreement for lease or periodic tenancy arising upon signing or acceptance by the Tenant of the document to which this guarantee and indemnity is attached;
- 32.2.12 if the Landlord transfers the Land or otherwise transfers the Landlord's rights under this Lease the Landlord's rights under this guarantee and indemnity will be treated as transferred to any future owner of the Land or other transferee.

**Signed Sealed and Delivered** by \_\_\_\_\_ as )  
 Guarantor in the presence of: \_\_\_\_\_ )  
 \_\_\_\_\_ ) .....

.....  
 A Justice of the Peace/Solicitor (full name to be printed)

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**Annexure A  
Regulations**

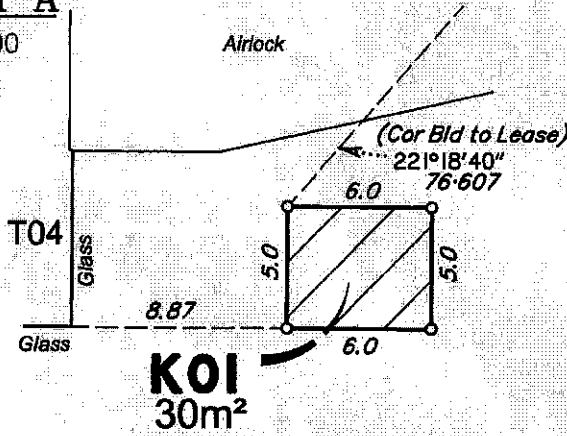
1. Do not obstruct the entrance halls passages and stairways of the Complex. Use them only to enter and leave the Premises.
2. Obtain the written approval of the Landlord before moving safes furniture office furniture machinery or plant in or out of the Complex.
3. Give the Landlord prompt notice in writing of any breakages or defect in the water pipes air-conditioning ducts electric lights or other fittings.
4. Do not hang clothing towels or other similar articles out of the windows or upon the roof of the Complex.
5. Give the Landlord your private address and telephone number for contact out of hours.
6. Prevent leakages of conditioned air and excess infiltration of air into the Premises.
7. Keep all garbage and refuse in tightly secured containers. Remove garbage and refuse through the loading area at permitted times. Keep rubbish containers inside the Premises.
8. Receive and deliver goods through the loading area at permitted times.
9. Do not leave things in the Common Areas.
10. Do not give toilet keys to members of the public.
11. Do not park in the loading bay area except when loading or unloading. You and your employees must observe the directions of the Complex Manager in respect of the loading bay area.
12. Keep clean any parts of the Common Areas or any public footpaths adjoining the Premises.
13. You and your employees may park your cars only in those parking spaces designated by the Landlord.
14. Do not use any radio or television aerial loud speaker screen amplifier public address system or similar device to the extent it may be heard or seen from outside the Premises.

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**Annexure B**  
**Lease Plan**

# DIAGRAM A

SCALE 1: 300



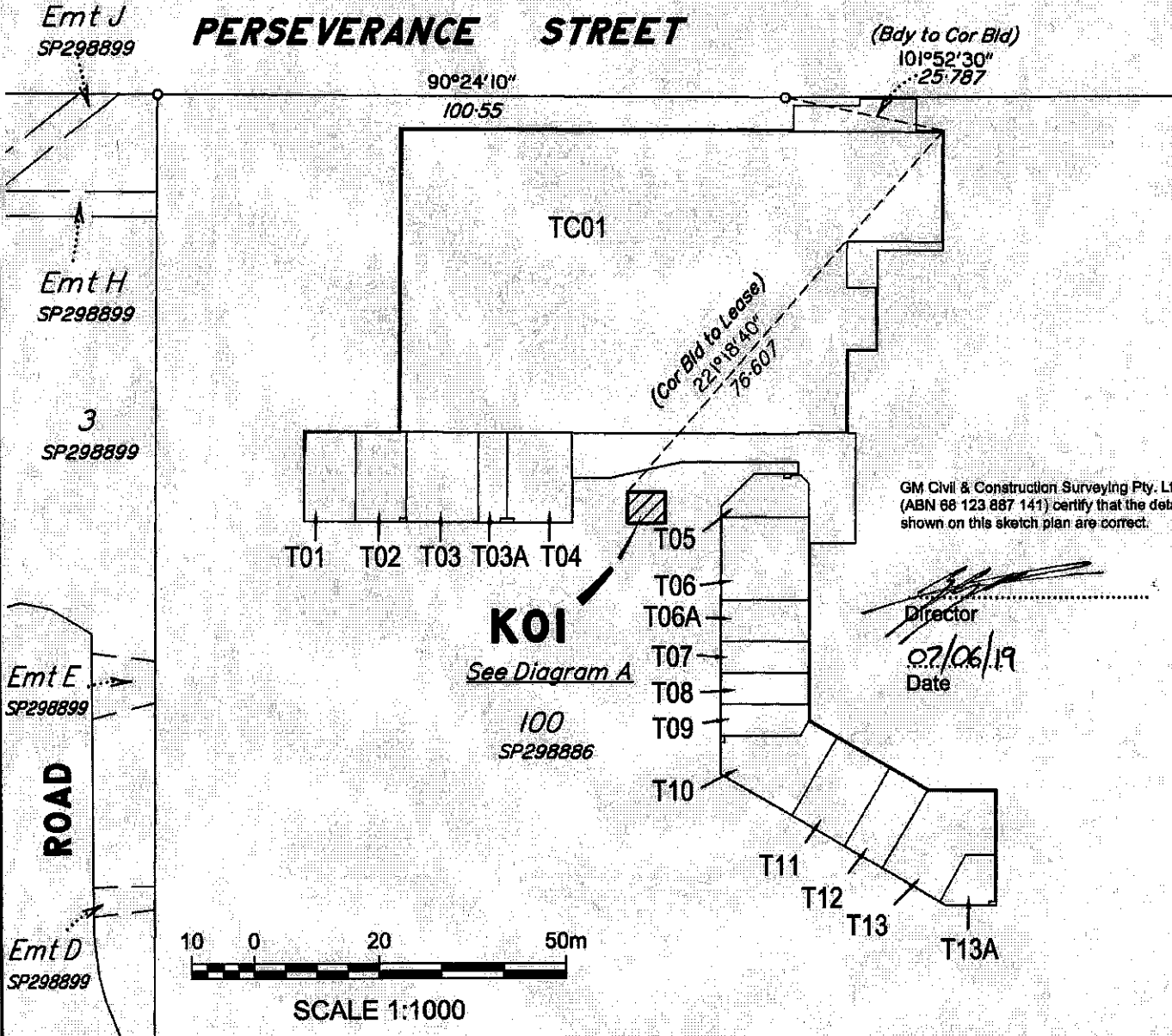
## LEGEND

- Denotes face of wall
- Denotes centreline of wall

Lease unaffected by easements on the subject land.

Lease	Sheet	of
Plan	1	1

## PERSEVERANCE STREET



GM Civil & Construction Surveying Pty. Ltd.  
(ABN 66 123 887 141) certify that the details shown on this sketch plan are correct.

Director

07/06/19  
Date

### NOTES

The dimensions and areas are to the surface of structures shown as per the Property Council of Australia Method of Measurement 1997 Gross Lettable Area Retail (GLAR).

The internal surface of walls are prior to tenant fit out.

## PLAN FOR LEASE PURPOSES

BEING PART OF THE GROUND FLOOR OF A BUILDING ERRECTED ON LOT 100 ON SP298886

**GM** CIVIL + CONSTRUCTION SURVEYING  
PO Box 6018 BRENDALE DC QLD 4500  
T: (07) 3206 7149

Locality: CHUWAR	Local Authority: Ipswich City Council
Job No: C469	Meridian: IS257895
Scale: 1:1000 @ A4	Date: 15/05/2019

**LEGR-K01**