

## INTERIM ASSESSMENT

Estimated Total Rent \$..34,320.

TO BE RE-PRODUCED FOR

FURTHER STAMPING ON 31.8.2009 Real Property Act 1861 - 1985

FORM 8

QUEENSLAND

Real Property Regulations 1986

LEASE

## Item

LESSOR (1) WILLIAM ARTHUR RICHARDSON, JOHN WOOLMAN TEMPLE STEPHENS, ETHEL VERONICA BERESFORD and HENRY GEORGE McGREGOR as trustees

ESTATE OR (2)  
INTEREST BEING  
LEASED

Fee Simple

HOW ESTATE OR (3)  
INTEREST BEING  
LEASED IS HELD

Joint Tenants

LESSEE (4) CLAYFIELD CHILD CARE ASSOCIATION INCORPORATED incorporated in Queensland

HOW LEASE IS (5)  
TO BE HELD

DESCRIPTION OF LAND (6)	Volume	Folio	County	Parish	Description
	3096	206	Stanley	Toombul	Lot 2 on Registered Plan No. 86841

DESCRIPTION OF (7)  
LAND BEING LEASED

The building erected on the said land as hatched in black on the attached sketch plan attached hereto

MORTGAGES, (8)  
ENCUMBRANCES,  
ETC.

Nil

TERM OF LEASE (9)

COMMENCING ON THE FIRST DAY OF September 1989 AND  
TERMINATING ON THE THIRTY FIRST DAY OF DECEMBER 2009

1/1/2010  
31/12/2029

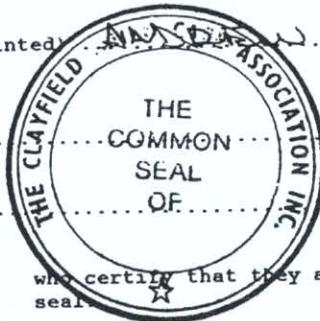
RENTAL (10) see attached schedule

(11) FOR THE RENTAL HEREBY RESERVED THE LESSOR HEREBY LEASES TO THE LESSEE THE ABOVE DESCRIBED LAND FOR THE TERM STATED ABOVE AND THE LESSEE ACCEPTS THIS LEASE SUBJECT TO THE COVENANTS AND CONDITIONS CONTAINED IN THE SCHEDULE HERETO AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE IN TERMS OF SUCH SCHEDULE.

(12) SIGNED THIS 19<sup>TH</sup> DAY OF SEPTEMBER 1989  
 EXECUTION (13) BY LESSOR (signature) *Elspeth H. Mc Gregor*  
*A. Beesley*  
*W. Richardson*  
*J. S. P. G.*  
 WITNESS (14) IN MY PRESENCE (signature) *D. D. D.*  
 A Justice of the Peace/Solicitor

LESSEE MUST (15) ACCEPT PERSONALLY

ACCEPTED BY LESSEE



Director *John H. Young*

Secretary *Mandy Urquhart*

Comm.tee Member

who certify that they are the proper officers to affix the seal.

CERTIFIED CORRECT FOR THE PURPOSE OF REGISTRATION BY -

LESSEE (signature) *Robert J. Downey*

OR

his/her SOLICITOR (signature) *Robert J. Downey*  
 (full name of Solicitor to be printed) *of POWER & POWER BRISBANE*

AW3238.DR

## SCHEDULE

This is the Schedule referred to in Lease dated day of 198 comprising pages.

## PART 1 - DEFINITIONS AND INTERPRETATION

1.01 INTERPRETATION: This document shall be construed as provided in this Part and the words and phrases set out below shall unless the context otherwise requires have the meanings respectively set out opposite.

1.02 AIR CONDITIONING EQUIPMENT: The plant electrical installation ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the demised premises including all mechanical ventilation.

1.03 APPURTENANCES: All air conditioning equipment fire prevention and extinguishing equipment whatsoever water closets lavatories grease traps water apparatus wash basins wash rooms gas fittings electrical fittings and apparatus machinery and other services contained in or about the demised premises.

1.04 BODIES AND ASSOCIATIONS: References to authorities institutions associations and bodies whether statutory or otherwise shall in the event of any such authority institute association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other authority institute association or body be deemed to refer respectively to the authority institute association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to the powers or functions thereof.

1.05 BUILDING: Means the building of which the demised premises form part.

1.06 DEMISED PREMISES: Including the demised premises referred to in Item 7 of the Lease appurtenances partitions fixtures and fittings the property of the Landlord therein contained.

1.07 THE LAND: The land referred to in Item 6 of the Lease.

1.08 LEASE: This Lease comprising the Form 8 Lease, the Memorandum (if any) and this Schedule, together with any covenant or agreement expressed to be supplemental to this Lease and all amendments to any such document.

1.09 LESSEE: The Lessee referred to in Item 4 of the Lease including in the case of a corporation its successors in title and permitted assigns and in the case of a natural person or persons their and each of their respective executors administrators and permitted assigns.

1.10 LESSOR: The Lessor referred to in Item 1 of the Lease including in the case of a corporation its successors in title and assigns and in the case of a natural person or persons their and each of their respective executors administrators and assigns.

1.11 MEMORANDUM: The Memorandum (if any) referred to in Item 11 of the Lease.

1.12 MONTH: Means a calendar month.

1.13 RENTAL PERIOD: Each separate period of the term for which there is provision in this lease for the rental to be calculated.

1.14 COVENANTS TO ENURE THROUGHOUT TERM: The terms covenants conditions and restrictions herein contained shall unless the context otherwise requires be construed as continuing throughout the term and thereafter so far as the same remain to be performed.

1.15 OBLIGATIONS CONSTRUED AS COVENANTS: The respective covenants and obligations of the parties hereto as set out herein whether positive or negative shall be construed as if each such obligation or covenant is a separate and independent covenant made by one party in favour of the other party.

1.16 LESSEES SEVERALLY BOUND: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.

1.17 SEVERABILITY: If any term covenant or condition of these presents or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms covenants and conditions of these presents shall be valid and enforceable to the fullest extent permitted by law.

1.18 STATUTES AND REGULATIONS: Reference to statutes regulations ordinances or by-laws shall be deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

1.19 PROPER LAW: This lease shall be construed according to the laws of the State of Queensland.

1.20 HEADINGS: Subject to Clause 1.01 headings and sub-headings have been included for ease of reference and none of the terms covenants conditions or restrictions herein appearing are to be construed or interpreted by reference to such headings or sub-headings.

## PART 2 - RENTAL

2.01 The Lessee shall pay to the Lessor during the term the rent hereby reserved at the times and in the manner herein appointed for the payment thereof or as the Lessor may from time to time in writing direct without any deduction whatsoever. *\$450.00* *\$5400*

2.02 The rental for the first year of the term hereby granted shall be the sum of \$1,716.00 payable calendar monthly in advance by equal instalments of \$143.00 payable on the first day of each and every month provided that where the term of the lease commences on a day other than the first day of a month then the Lessee shall pay the appropriate proportional rental for such broken periods at the commencement and termination of the term.

2.03 The rental for each subsequent year of the said term shall be calculated by applying the following formula on the first day of the commencement of each yearly rental period.

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

where R = Annual rental for the next insuring year of term;

where A = Annual rental for year immediately preceding;

where B = The Consumer Consumer Price Index for the quarter year immediately preceding the commencement of the next insuring year of the term; and

where C = The Consumer Price Index for the corresponding quarter year but one (1) year earlier than the quarter referred to in B above.

The reference to quarter year herein shall be a reference to the quarters ending 31st March, 30th June, 30th September and 31st December in any one (1) year as the case may require.

PROVIDED HOWEVER that in no event shall the annual rental period payable for the second and subsequent rental periods be less than the yearly rental payable in the immediately preceding rent period.

PROVIDED that the rental for the fourth year of the initial term shall be twice the annual rental for the third year of the term. If the option to this Lease is exercised by the Lessee then this proviso shall not be included in any renewal or extension of this Lease.

2.04 Reference to the Consumer Price Index shall be taken as reference to the Consumer Price Index Brisbane All Groups (~~weighed average of six (6) State Capital Cities~~) compiled by the Australian Government Statistician or such other index in substitution of same. In the event that the Commonwealth Statistician shall update the reference base of such Consumer Price Index due conversion shall be made to preserve the intended continuity of calculation by using the appropriate factor determined by the said Statistician.

2.05 If the said Consumer Price Index is discontinued or suspended the annual rental payable for the rent period which would otherwise have been calculated in accordance with such Consumer Price Index as aforesaid shall be the annual amount mutually agreed upon by the Lessor and the Lessee within a period of one (1) calendar month of the commencement of the rent period PROVIDED THAT pending mutual agreement the Lessee shall continue to pay on account of the rent ultimately determined to be payable rental at the rate current when the date of the increase ought to have come into force and the balance thereof upon mutual agreement PROVIDED HOWEVER failing such agreement then the annual amount shall be determined by a registered Valuer who has been a member of the Australian Institute of Valuers for a minimum period of three (3) years appointed by the parties or in the event of failure to so agree within seven (7) days the said Valuer shall be appointed (at the request of either the Lessor or the Lessee) by the President for the time being of the Queensland Division of the Australian Institute of Valuers and the person so nominated shall act as an expert and not as an arbitrator. The said Valuer shall report jointly to the Lessor and the Lessee and not as an arbitrator and his decision on what is the market rent for the demised premises for the rent period under review shall in addition to all other relevant criteria (if any) be based upon the criteria referred to in clause 16.01.8 hereof and such decision shall be final and binding between the Lessor and the Lessee. The law relating to arbitration shall not apply. But in no case shall the annual rental be so determined at a figure less than the yearly rental payable in the immediately preceding rent period. *Re H16 out*

[ The provisions contained in clauses 16.01.4 to 16.01.7 shall also be taken to apply to a determination of rent by a Valuer pursuant to this clause. ]

2.06 Until the amount of yearly rental payable for the second and subsequent rent periods respectively can be determined in accordance with the provisions of this sub-clause, the Lessee shall pay to the Lessor on account thereof on the due dates the same rental as was payable during the relevant immediately preceding rental period and, after ascertainment of the proper yearly rental, any arrears shall be payable within fourteen (14) days of such ascertainment and request therefor made by the Lessor.

## PART 3 - OUTGOINGS AND CHARGES

- 3.01 The Lessee shall pay the following charges and costs:
- 3.01.1 the usual and proper costs of the Lessor's solicitors of and incidental to the preparation execution stamping (from time to time) and registration (if required) of this lease and documents incidental thereto including all registration fees payable hereon and where necessary all costs to the Lessor for the preparation of a Plan of the demised premises.
- 3.01.2 all stamp duties from time to time assessed on this lease and all other duties which may from time to time be assessed (whether generally or against the Lessor or against the Lessee) in respect of the demise hereby granted. Any refund of stamp duties received at any time shall belong to the party who bore the expense of the same.
- 3.01.3 all costs charges and expenses (including legal and architectural fees) which may be incurred by the Lessor in relation to or in consequence of any breach of covenant or default by the Lessee whether proceedings for or entry or forfeiture are taken by the Lessor or not and in case of default by the Lessee in performing or observing any covenants herein contained or implied the Lessee shall pay to the Lessor all legal and other costs charges and expenses (including Solicitor and own client costs) for which the Lessor shall become liable in consequence of or in connection with such default.
- 3.02 The Lessee shall pay all costs and expenses of every description relating to the conduct and operation of the Lessee's business in the demised premises including, but without limiting the generality thereof, the following:
- 3.02.1 all the charges for electricity including that consumed for the purpose of operation of any air conditioning unit.
- 3.02.2 all charges for gas consumed in the demised premises.
- 3.02.3 all charges including installation costs for any telephone or telecommunication system installed in or connected to the demised premises.
- 3.02.4 *JFH*  
*WJ* half of all local authority or municipal rates or charges for general rates garbage or refuse removal water rates (including excess water rates) or similar charges levied in respect of the demised premises. land.
- 3.03 The Lessee shall pay the whole or a proportionate part for any broken period (if appropriate) of the outgoings, charges, costs or expenses set out hereunder.
- 3.03.1 *Len* public risk liability insurance against third party liability hazards including exposure to personal injury bodily injury and property damage of an occurrence basis including insurance for all contractual obligations and covering also actions of all employees, other persons, sub-contractor and agents while working on behalf of the Lessor. Such policy shall be written on a comprehensive basis with limits of not less than two million dollars (\$2,000,000) per occurrence or such higher amounts as the Lessor from time to time reasonably requires.
- 3.03.2 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 Lessor engaged in the maintenance operation and/or management of the building.
- 3.03.3 the cost of all repairs plumbing maintenance renewals and replacements incurred by the Lessor in keeping the building and all parts thereof in good and substantial repair and condition, being costs not normally charged to capital account as determined by the Lessor's accountants in accordance with accounting principles generally accepted in Queensland.
- 3.03.4 rates, charges and other levies payable to the local authority in whose area the Building is located (other than such of those charges as are payable by the Lessee in terms of this Lease).
- 3.03.5 rates and charges payable to any local or other authority responsible for the provision of reticulation of water and/or sewerage and/or drainage services.
- 3.03.6 levies, contributions and/or other amounts payable to any local or other authority for or on account of fire protection services.
- 3.03.7 all rates, taxes (other than land tax), charges, assessments, outgoings and impositions whatsoever (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Federal or State law or by Federal State or Local authorities and whether on a capital, revenue, value or any other basis and even though of a novel character) which may be or are assessed charged or imposed in respect of the Building or the Land or any part thereof respectively (other than any such rates, taxes, charges, assessments, outgoings and impositions which are payable by the Lessee in terms of this Lease).
- 3.03.8 land taxes or taxes of the nature of a tax on land.
- PROVIDED THAT should there be no separate account or assessment issued for or of any of the outgoings, charges, costs and expenses referred to in this sub-clause in respect of the demised premises then the

Lessee will pay half of the account or assessment issued in respect of the whole or part as the case may be of the building or land as the case may be or of any increase or increases thereof payable by the Lessor.

AND if the Lessee makes default in the payment thereof it shall be optional for the Lessor to pay the same and in addition to the Lessor's other remedies in respect thereof the Lessee will refund the amount thereof to the Lessor immediately upon demand; and further shall not do nor suffer to be done anything which may render the Lessor liable to pay more than the present amount of water rates.

**3.04 PROMPT DELIVERY OF ACCOUNTS:**

- 3.04.1** All accounts payable by the Lessee and received by the Lessor shall be forwarded to the Lessee as soon as practicable after receipt thereof by the Lessor.
- 3.04.2** The Lessee will attend to the payment of any accounts and assessments for the outgoings, charges, costs or expenses referred to in clause 3.01 hereof within fourteen (14) days of the receipt by the Lessee of same whether from the Lessor or directly from the relevant person or authority.
- 3.04.3** Unless otherwise directed in writing by the Lessor so to do the Lessee will attend to the payments referred to in Clause 3.02.2 hereof to the person or authority from which the relevant account or assessment was received by the Lessee.
- 3.04.4** If such payment is to be made to the Lessor it shall be made in such manner as the Lessor may direct.

**PART 4 - USE OF PREMISES**

- 4.01.1 PERMISSIBLE USE:** The Lessee shall not without the written consent of the Lessor use or permit the demised premises to be used for any purpose other than child care centre and kindergarten and for activities reasonably incidental thereto (herein called "the permitted use") and also shall at all times keep the demised premises open for trade or business during ordinary business hours as is customary for the said business carried on by the Lessee in the demised premises and shall conduct the said business in a quiet orderly and businesslike manner and the Lessee will at all times give to the Lessor a faithful and true account of the nature of the business carried on by the Lessee and the times during which the demised premises have been kept open for business and in any proceedings in relation to the demised premises the onus shall be upon the Lessee to prove that the demised premises were used in accordance with this covenant and not otherwise.
- 4.01.2 NO WARRANTY AS TO SUITABILITY OF USE:** The Lessor does not expressly or impliedly warrant that the demised premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to suitability and adequateness of the demised premises implied by law are hereby expressly negated.

- 4.02 REGULATIONS, ORDINANCES AND BY-LAWS:** The Lessee shall duly and punctually comply with and observe all statutes now or hereafter in force and all ordinances regulations proclamations and by-laws thereunder and all requirements requisitions and orders of any relevant authorities or public bodies relating to the demised premises or to the business of the Lessee carried on therein and at the lessee's own cost and expense carry out in every respect all the provisions relating to licensing health rat proofing and sanitation and also observe perform fulfil and comply with all requisitions and requirements of the appropriate local authority, Department of Public Health, Department of Factories and Shops or of any other public body properly authorized or of any official duly authorized under any public act rule regulation or by-law and be responsible for and pay all the costs charges and expenses of all or an works necessary to comply with any such requirement or requisition or the provisions of any such Act PROVIDED THAT the Lessee shall not be obliged to effect structural or material alterations or additions and the Lessor shall be responsible for the cost of observing performing and fulfilling the requirements of any such Act rule regulation or by-law when the compliance therewith involves a structural or material alteration addition or improvement to the demised premises unless and so far as such requirement have been occasioned by the Lessee's own neglect or default or by reason of the business of the Lessee so carried on as aforesaid or of the manner or method of carrying on such business or the number and sex of persons employed therein in which cases the Lessee shall be responsible for the observance, performance, fulfilment and payment thereof, but without limiting the generality of the foregoing shall comply with or cause to be complied with the requirements of all such statutes regulations ordinances or by-laws relating to health water supply sewerage and fire and shall not knowingly or wilfully do or permit to be done anything which may conflict with any such statutes regulations ordinances or by-laws or which may render the Lessor liable to pay any penalty damages compensation fees costs charges or expenses.

- 4.03 CONDUCT VOIDING INSURANCE:** The Lessee shall not do or permit to be done or bring or keep or permit to be brought or kept on or in the building anything which may render void or voidable any policies of insurance and the Lessee will not do anything which may conflict with or be contrary to the regulations and requirements of the relevant Fire Brigade Board or the conditions of any insurance policy for the time being held by the Lessor or the Lessee relating to or affecting the demised premises or the building or that may lead to an increased rate of premium now or in future payable on any policy or policies of insurance over the same or in respect thereof or over or in respect of any property kept therein and if the Lessee shall in breach of this clause do or suffer anything to be done whereby the insurance on the demised premises or the building is increased beyond the amount of the premium now payable then and in such case the Lessee shall pay the amount of such increased premium and if the Lessee shall commit a breach of this paragraph then in addition to and without prejudice to any other rights and remedies vested in the Lessor the Lessee shall forthwith without demand pay to the Lessor any increased premium.

4.04 NO ILLEGAL OR NOXIOUS USE: The Lessee shall not use exercise or carry on or permit or suffer to be used exercised or carried on in or upon the demised premises or the building or any part thereof any illegal noxious noisome or offensive act trade business occupation or calling or do or omit or permit or suffer to be done or omitted any act matter or thing whatsoever in or upon the demised premises or the building or any part thereof which is or shall or may be or grow to the annoyance nuisance damage or disturbance of occupiers or owners of any adjacent premises.

4.05 EXTERIOR SIGNS: The Lessee shall not cause or permit any advertisement hoarding or sign including any Neon or similar sign to be painted affixed or put up or placed on against or shown or exhibited upon the roof or any external wall or upon any railing or brick or stone work of the demised premises or the building or any part thereof without first obtaining the consent of the Lessor in writing but the Lessor shall not unreasonably raise any objection to the affixing or displaying of any reasonable advertisement for the purpose of the Lessee's notification to the public or the description of the Lessee's business and of such signs as are reasonably customary in connection with the business to be carried on by the Lessee in or upon the demised premises PROVIDED THAT any such advertisement hoarding or sign shall at all times be and remain of a quality and standard in conformity with the demised premises and shall strictly comply with the by-laws of the local and any other appropriate authority and that the Lessee shall at the expiration or sooner determination of the said term forthwith remove or clean off any advertising or other sign advertisement or hoarding painted erected or placed on the demised premises for building and restore the same to the condition it was in immediately prior to such advertisement or sign being erected or set up.

4.06 USE OF APPURTENANCES: The Lessee shall not use nor permit nor suffer to be used the appurtenances for any purpose other than those for which they were designed or provided and shall not deposit or permit to be deposited in the appurtenances any sweepings rubbish or other matter which the same were not designed to receive and any damage to the appurtenances caused by such misuse shall be made good by the Lessee forthwith.

4.07 PROHIBITION ON USE REQUIRING STRUCTURAL ALTERATION: The Lessee shall not without the prior consent in writing of the Lessor use or permit to be used the demised premises or any part thereof for any purpose or in any manner (which expression shall include the use of any machinery or the employment of any person) by reason whereof any public statutory or other authority may give or issue or be entitled to give or issue any notice requiring structural alterations or repairs to be made or carried out to any part of the demised premises.

4.08 HEAVY INSTALLATIONS AND OVERLOADING OF SERVICES: The Lessee shall not without the Lessor's prior written consent bring or permit to be brought upon the demised premises or the building any heavy machinery or other plant or equipment of such a nature weight or size as to cause or in the reasonable opinion of the Lessor to be likely to cause any structural or other damage to any part or parts of the demised premises or the building nor overload or damage any electrical mechanical or drainage service nor any driveway or parking space forming part of or used in connection with the demised premises.

4.09 SOURCE OF LIGHT AND POWER: The Lessee shall not use nor permit the use or without the Lessor's written consent first had and obtained any method of heating or lighting in the demised premises other than by gas or electric current supplied through meters as already installed or which may hereafter be installed by or with the consent of the Lessor and shall not install a greater number of electric light or power points than the Lessor in writing shall permit and allow PROVIDED THAT no request for consent to the installation of electric light or power points shall be unreasonably refused by the Lessor and PROVIDED FURTHER that this covenant shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

4.10 RODENTS AND VERMIN: The Lessee shall at the Lessee's own cost and expenses keep the demised premises free and clear of rodents birds animals termites cockroaches insects and other vermin, and will if so required by the Lessor employ for that purpose from time to time or periodically competent pest exterminators.

4.11 INFECTIOUS DISEASES: In the event of any infectious disease happening upon the demised premises which may require notification by virtue of any statute regulation or ordinance the Lessee shall give all the necessary notices and any other information which may be required in respect thereof to the proper authorities and shall give notice in writing thereof to the Lessor and shall at the Lessee's own expense thoroughly fumigate and disinfect the demised premises to the satisfaction of the Lessor and the Local Health Officer.

4.12 FLAMMABLE SUBSTANCES: The Lessee shall not bring upon or store in the demised premises or the building any explosive or any flammable or corrosive fluids or chemicals except such as are normally consumed or sold by the Lessee in the conduct of the Lessee's business and then only as long as the same are confined in proper containers.

4.13 INTERRUPTION OF SERVICES: Notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction failure to function or interruption of or to the water gas or electricity services to the demised premises or to the appurtenances contained therein or the airconditioning or temperature control equipment therein or for the blockage of any sewers wastes drains gutters downpipes or storm water drains from any cause whatsoever.

4.14 ASSUMPTION OF RISK: The Lessee shall occupy and use the demised premises at the risk of the Lessee and the Lessor shall not in any circumstances be liable to the Lessee for the loss of or damage to any property of any description of or in the possession of the Lessee and contained in or about the demised premises or any injury sustained by the Lessee occasioned by water heat fire electricity vermin explosion collapse subsidence faulty machinery bursting pipes or by the entry of water from any source whatsoever or by the operation of any fire equipment nor for profits resulting

therefrom and the Lessee hereby releases and discharges the Lessor from all claims and demands of any kind arising from such damage or injury.

4.15 INDEMNITY BY LESSEE: The Lessee shall indemnify and hold indemnified the Lessor from and against all actions claims demands losses damages costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term hereof in respect of or arising from:

4.15.1 loss damage or injury from any cause whatsoever to property or person within or without the demised premises occasioned or contributed to by the neglect or default of the Lessee or any servant agent licensee invitee sub tenant or other person claiming through or under the Lessee to observe or perform any of the covenants conditions regulations and restrictions on the part of the Lessee hereunder whether positive or negative expressed or implied;

4.15.2 the overflow leakage or escape of water fire gas electricity or any other harmful agent whatsoever in or from the demised premises caused or contributed to by any act or omission on the part of the Lessee its servants agents licensees invitees sub-tenants or other persons aforesaid;

4.15.3 the failure of the Lessee to notify the Lessor of any defect in any of the fire equipment or other the appurtenances in the demised premises of which the Lessee is aware or ought to be aware;

4.15.4 loss damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the demised premises by the Lessee or any servant agent licensee invitee sub-tenant or other person aforesaid and arising out of the neglect or default of the Lessee or any servant agent licensee invitee sub-tenant or other person aforesaid;

4.15.5 the improper or faulty erection or construction of facilities trade fixtures or equipment installed on or in the demised premises by the Lessee; or

4.15.6 any personal injury sustained by any person in or about the demised premises howsoever caused other than by the wilful or negligent act of the Lessor its servants or agents.

4.16 CONDITION OF LESSOR'S LIABILITY: Notwithstanding anything herein contained or implied to the contrary the Lessor shall not in the case of a remediable breach be or be deemed to be in default in the observance and performance of the Lessor's obligations hereunder unless the Lessee shall have given notice in writing to the Lessor of such default and the Lessor has failed within a reasonable time thereafter to take proper steps to rectify such default.

4.17 LESSEE TO GIVE NOTICE TO LESSOR OF STATUTORY NOTICES: The Lessee shall, upon the Lessee or any sub-lessee, licensee or other occupier claiming by through or under the Lessee receiving any notice from any statutory public or local authority with respect to the demised premises forthwith give notice in writing thereof to the Lessor.

4.18 NO AUCTION: The Lessee shall not hold or permit to be held any sale by auction in any part of the demised premises without first obtaining the consent in writing of the Lessor and shall not obstruct the entry pavement or passages of or near the demised premises.

4.19 REMOVAL OF FIXTURES AND FITTINGS: The Lessee shall not remove any fixtures or fittings belonging to the Lessor from the demised premises nor any part thereof nor damage nor deface the same or any part thereof.

4.20 MAINTENANCE OF SEWERAGE AND DRAINS: The Lessee shall at all times keep any sewerage system which may be installed on the demised premises in thorough repair and shall not use the same or any drain for any purpose other than those for which they were constructed and shall not throw or place any tea leaves rags or other rubbish therein and any damage resulting by reason of the breach of this paragraph by the Lessee and the Lessee's servants agents or licensees shall be remedied and repaired by and at the cost of and at the expense of the Lessee.

4.21 SECURITY: The Lessee shall cause all exterior doors and windows in the demised premises to be securely locked and fastened at all times when the demised premises are not being used.

#### PART 5 - INSURANCES

5.01 INSURANCES: The Lessee shall at all times during the said term effect and maintain in the names of the Lessor as owner and the Lessee as tenant for their respective rights and interests (and if the Lessor so elects in the names of any other persons having an insurable interest) the following insurances:

5.01.1 PLATE GLASS: all plate glass in the demised premises against breakage;

5.01.2 PUBLIC LIABILITY: against all claims demands and actions in respect of injury loss or damage to any person or property howsoever sustained arising out of the use of the demised premises at any time during the term in an amount selected from time to time by the Lessor after consultation with the Lessee but not less than ~~two~~ million dollars <sup>ten</sup> (\$2,000,000.00) for each claim or occurrence.

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

5.01.4 REINSTATEMENT INSURANCE: The building for the full reinstatement value from time to time, to be reviewed annually, PROVIDED THAT the Lessee shall be liable, where the demised premises is under insured in any respect, for the amount of such under insurance and the Lessee expressly acknowledges that it is the Lessee's duty to ensure that the demised premises are fully insured for a sufficient amount to cover removal of debris and reinstatement of the building.

5.02 CHOICE OF INSURER: Any insurance policy effected by the Lessee in terms of Clause 5.01 of this Part shall be with such insurance company or companies (herein referred to as "the insurer") as may be from time to time approved by the Lessor (which approval shall not be unreasonably withheld) with the right at any time to require the Lessee to change from one insurer to another.

5.03 FORM OF INSURANCE: Any insurance policy effected by the Lessee in terms of Clause 5.01 of this Part shall be in the form of a standard policy of and shall be subject to such special terms and conditions as are required by the insurer for the time being for that class of insurance and shall contain a clause whereby the insurer waives all rights of subrogation against each insured party who would otherwise be entitled to indemnity in accordance with the terms and conditions of such insurance.

5.04 COSTS OF INSURANCE: The Lessee shall pay the costs of all insurances described in Clause 5.01 of this Part.

The Lessee agrees that if the Lessee fails to take out or to keep in force any such insurance as above, or should any such insurance not be reasonably approved by either the Lessor or its mortgagee, the Lessor shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Lessee, and all outlays by the Lessor shall be immediately payable by the Lessee to the Lessor as additional rent on demand without prejudice to any other rights and remedies of the Lessor under this Lease.

5.05 PROOF OF LESSEE'S INSURANCES: The Lessee shall produce to the Lessor any insurance policies effected by the Lessee under Clause 5.01 of this Part and evidence satisfactory to the Lessor of the renewal thereof whenever requested by the Lessor so to do.

#### PART 6 - ALTERATIONS TO DEMISED PREMISES

6.01 ALTERATIONS REQUIRED BY LAW NOT RELATED TO LESSEE'S USE: If the Lessor shall at the Lessor's discretion at any time effect any alterations or additions to the demised premises or the services thereto which may be required by reason of any future statute ordinance or by-law having jurisdiction in that behalf (but not alterations or additions required by the nature of the Lessee's use of the demised premises or the number or sex of the Lessee's employees) the Lessee shall pay to the Lessor by way of additional rental as from the date of completion of such alterations or additions at the rate of ten percentum (10%) per annum of the total cost thereof inclusive of the fees paid to architects quantity surveyors engineers or other consultants or a proportionate part thereof for any broken period and such additional rental shall be paid monthly in advance contemporaneously with the aforesaid monthly rental.

6.02 ALTERATIONS REQUIRED BY LAW RELATED TO LESSEE'S USE: The Lessee shall not make or cause to be made any alterations additions or improvements of a structural nature to the demised premises or to the services thereto unless such alterations additions or improvements are required by law by reason of the nature of the Lessee's use of the demised premises or the number or sex of the Lessee's employees in which case the following provisions shall apply:

6.02.1 the Lessee shall submit detailed drawings and other specifications of the proposed works to the Lessor;

6.02.2 the proposed works shall be approved of by the Lessor or the Lessor's architect who in approving the proposed works or otherwise shall have regard to the manner in which and the extent to which the same may affect other parts of the demised premises or the services thereto;

6.02.3 the works shall be carried out in a proper and workmanlike manner to the satisfaction of the Lessor or the Lessor's architect and if the Lessor so requires under the supervision of the Lessor's architect;

6.02.4 the Lessee shall pay to the Lessor upon demand the costs of the Lessor's architect relating to such approvals (whether the proposed works are approved or not) and supervision;

6.02.5 deleted;

6.02.6 the Lessee shall indemnify and at all times hold indemnified the Lessor from and against all claims demands actions suits judgments orders decree damages costs losses (including loss of rents) and expenses of every description which the Lessor may suffer or incur in connection with or arising from the construction or installation of such works.

6.03 OTHER ALTERATIONS: The Lessee shall not cut mark drill maim injure deface or make holes in or suffer to be cut marked drilled maimed injured defaced or holes to be made in any of the walls ceilings panellings linings brickwork timber or other materials of the demised premises nor make or cause to be made any alterations additions or improvements to the demised premises of a kind not referred to in the preceding clauses of this Part without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld. In any such case the Lessee will observe and comply

with the requirements of the Lessor and public and other relevant authorities and the provisions of Clause 6.02 shall apply except to the extent that the Lessor shall expressly waive compliance therewith in writing.

#### PART 7 - MAINTENANCE AND REPAIR

7.01 At all times during the term of this Lease the Lessee shall keep the demised premises and all Landlord's fixtures and fittings therein (including without prejudice in any way to the generality of the foregoing words all sewerage pipes drains and waste pipes and electrical water and gas installations from the points where the supplies enter the meters serving the demised premises) in good and tenantable repair and condition (reasonable wear and tear and water damage and damage by fire lightning storm tempest flood riots strikes aircraft and other aerial devices or articles dropped therefrom explosion or earthquake or other Act of God or the Queen's enemies excepted save where any insurance monies are irrecoverable through an act default or neglect of the Lessee or any sub-lessee or other occupier claiming by through or under the Lessee or his or their or any of their servants agents or invitees) and the Lessee will yield up the same in such repair and condition and clean and free from rubbish (except as aforesaid) at the expiration or sooner determination of the term. In this paragraph the word "repair" shall include the cleaning and keeping free of drains waste pipes and sewerage connections, the cleaning of all windows (interior and exterior) and the taking of all necessary sanitary precautions.

7.02 REPLACEMENTS: The Lessee shall at the Lessee's own expense replace:

7.02.1 All electric light bulbs, tubes and globes in the demised premises which may become damaged or broken or fail to light and repair or replace as may be necessary all glass upon the demised premises which shall during the term become damaged or broken from any cause whatsoever.

7.02.2 Any wiring or re-wiring required for compliance with the requirements of the Fire Underwriters' Association as a result or by reason of additional electrical equipment installed or used by the Lessee and will pay for any damage which may result to any of the aforesaid installations or services by the misuse thereof by the Lessee or any employee, licensee, customer, agent or invitee of the Lessee.

7.02.3 Any of the Lessor's fixtures or fittings including washbasins sinks or pedestals in the demised premises or any parts thereof which may during the term become missing broken worn-out lost destroyed or unfit for the purpose for which the same are now used by substituting therefor other fixtures or fittings of a like nature and of equal standard and quality fair wear and tear and damage by fire storm flood tempest or otherwise by Act of God without any neglect or default on the part of the Lessee, the Lessee's employees, licensees, customers, agents or invitees excepted.

7.03 LESSEE TO KEEP PREMISES CLEAN: The Lessee will at all times during the term keep the demised premises clean and tidy and for this purpose will arrange for the regular and prompt removal of all garbage waste and litter from the demised premises. The foregoing shall be carried out as frequently and to the same standard of cleanliness as in the reasonable opinion of the Lessor is common for similar premises from time to time.

7.04 REDECORATING INTERIOR: The Lessee will so often during the term as may be required keep the interior of the demised premises in clean and presentable condition and also will at least once every ten (10) years during the term of the Lease and any extension or renewal thereof redecorate paint or stain according to the present finish the inside walls, ceilings, trim and/or Lessor's fittings (if any) now or usually decorated painted or stained with good quality products in a workmanlike manner to the satisfaction of the Lessor.

7.05 INSPECTION BY LESSOR: The Lessor shall be entitled:

7.05.1 when and as often as the Lessor shall require on reasonable notice and at all reasonable times of the day by himself or his agents to enter the demised premises and view the state of repair and condition thereof and to make such reasonable investigation as he or they may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the covenants terms conditions and provisions hereof and to serve upon the Lessee a notice in writing of any defect requiring him to repair the same in accordance with any covenant herein contained.

7.05.2 in default of the Lessee repairing any defect according to notice by himself and/or those authorized by him to enter the demised premises and execute all or any of the required repairs as the Lessor shall think fit and in addition to the Lessor's other remedies to recover from the Lessee the cost of such repairs as the Lessee ought to have effected including all sums paid or payable on account of any insurance indemnities or compensation under Workers' Compensation Acts or otherwise howsoever with respect thereto.

7.05.3 by himself and/or those authorized by him to enter the demised premises for the purpose of complying with the terms of any present or future legislation affecting the premises or of any notice served upon the Lessor or Lessee or any sub-lessee licensee or other occupier by the Department of Health, Licensing local or other competent authority involving the destruction of noxious weeds or animals or the carrying out of any repair alterations or works which the Lessee may not be bound or, if bound, may neglect to do and also for the purpose of exercising the powers and authorities of the Lessor hereunder PROVIDED THAT such destruction repair alterations and works shall be carried out by the Lessor as far as possible without undue interference with the occupation and use of the demised premises by the Lessee or by any sub-lessee licensee or other occupier claiming by through or under the Lessee.

7.05.4 by himself and/or those authorized by him in the event of the demised premises or any

part thereof being destroyed or damaged to enter the premises with workmen and others and all necessary materials appliances and equipment for the purpose of rebuilding the same or making them fit for the occupation and use of the Lessee.

7.05.5 the Lessee shall at all reasonable times upon prior reasonable notice permit the Lessor to show the Demised Premises to prospective purchasers or tenants and the Lessee will at all times within the three (3) months immediately preceding the expiration of the term hereby granted allow the Lessor to affix and exhibit on the Demised Premises where appropriate the usual "For Sale" and/or "To Let" notices. In each case such notices may have the name and address of the Lessor and its agents thereon and the Lessee will not remove any such notice without the prior written consent of the Lessor and in any case the Lessor, in exercising its rights hereunder, will do so in such a manner as to cause as little disturbance as practical to the conduct of the business of the Lessee.

7.06 LESSEE TO GIVE IMMEDIATE NOTICE OF DAMAGE OR DEFAULT: The Lessee shall so far as may be practicable due allowance being made for emergency give immediate notice to the Lessor of any accident or damage to or defect coming to his knowledge in any water pipes gas pipes or electric light wires or fittings serving the demised premises or to or in the structure of the buildings forming part of the demised premises or to or in any portion or part thereof or any Lessor's fixtures or appurtenances pertaining thereto.

#### PART 8 - DESTRUCTION OF PREMISES

8.01. PARTIAL DESTRUCTION: In case the demised premises or any part thereof shall at any time during the continuance of this lease be damaged by fire lightning storm tempest flood riots strikes malicious damage vandalism or actions arising out or resulting from break in or burglary or theft aircraft or other aerial devices or articles dropped therefrom explosion or earthquake or other Act of God or the Queen's enemies so as to render the demised premises or any part thereof substantially unfit for the occupation and use of the Lessee or (having regard to the nature and location of the premises and the normal means of access thereto) substantially inaccessible then and so often as the same shall happen:

8.01.1 Except where the damage aforesaid has been caused by the act or omission of the Lessee or any servant agent licensee invitee or visitor of the Lessee or by any sub-lessee licensee or other occupier claiming by through or under the Lessee:

(a) SUSPENSION OF RENT: A proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate an all or any remedies for recovery of such proportionate part of the rent falling due after such damage shall be suspended until the demised premises have been restored or made fit for the occupation and use of the Lessee or accessible to the Lessee as the case may be.

(b) DAMAGE NOTICE: Within fourteen (14) days of the demised premises or any part thereof being rendered unfit or inaccessible as aforesaid the Lessee may serve on the Lessor written notice that the demised premises have been so rendered unfit or inaccessible as the case may be (hereinafter called "Damage Notice") and unless within the period of twentyeight (28) days after being served with a Damage Notice the Lessor serves written notice on the Lessee that the Lessor will restore the demised premises or make them fit for the occupation and use of or render them accessible to the Lessee as the case may be (hereinafter called "Restoration Notice") the Lessee may (not before the expiration of the period of twentyeight (28) days and not after the expiration of the period of forty two (42) days from the date of service of the Damage Notice on the Lessor) terminate this Lease by notice in writing to the Lessor.

(c) TERMINATION BY LESSEE: If the Lessor gives a Restoration Notice to the Lessee and thereafter does not within a reasonable time restore the demised premises or make them fit for the occupation and use of or render them accessible to the Lessee as the case may be the Lessee may serve on the Lessor notice of intention to terminate this lease and unless the Lessor shall upon receipt of that notice proceed with reasonable expedition and diligence to restore the demised premises or make them fit for the occupation and use of or render them accessible to the Lessee as the case may require the Lessee may terminate this lease by giving not less than one (1) month's notice in writing to the Lessor and at the expiration of the lastmentioned notice this Lease shall be at an end.

8.01.2 TERMINATION BY LESSOR: If in the Lessor's sole opinion the damage to the demised premises as aforesaid is such that it is impractical or undesirable to restore the demised premises or make them fit for the occupation and use of the Lessee or render them accessible to the Lessee as the case may be the Lessor may terminate this Lease by giving not less than one (1) month's notice in writing to the Lessee and at the expiration of that notice this Lease shall be at an end.

8.01.3 ANTECEDENT RIGHTS: No liability shall attach to the Lessor by reason of termination of this Lease pursuant to sub-paragraphs (a) or (b) of Clause 8.01.1 but except as aforesaid any such termination shall be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision of this lease.

8.02. TOTAL DESTRUCTION: In case the demised premises shall be taken for any public purpose (whether by way of resumption or by some other means that deprives the Lessee of its ability to carry on the permitted use in the demised premises) or shall be destroyed or so damaged that they are rendered wholly unfit for the occupation and use of the Lessee or totally inaccessible:

8.02.1 TERMINATION BY LESSOR: The Lessor may notwithstanding anything herein contained or

implied terminate this lease by giving not less than one (1) month's notice in writing to the Lessee and at the expiration of that notice this Lease shall be at an end and no liability shall attach to the Lessor by reason of any such termination.

- 8.02.2 TERMINATION BY LESSEE: Except where the destruction or damage aforesaid has been caused by the act or omission of the Lessee or of any servant agent licensee invitee customer or visitor of the Lessee or of any sub-lessee licensee or other occupier claiming by through or under the Lessee the Lessee may terminate this by giving not less than one (1) month's notice in writing to the Lessor and at the expiration of that notice this Lease shall be at an end.
- 8.02.3 ANTECEDENT RIGHTS: Any termination pursuant to sub-paragraphs 8.02.1 or 8.02.2 of this clause shall be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision hereof.
- 8.03 SETTLEMENT OF DISPUTES: Any dispute arising under Clauses 8.01 or 8.02 or this Part as to the amount of rent payable shall be determined by a member of not less than three years standing of the Australian Institute of Valuers or its successor appointed by the President for the time being of the Queensland Division of the Australian Institute of Valuers. The person so appointed shall in making his determination act as an expert and not as an arbitrator and his determination shall be final and binding on both parties. The cost of any such determination shall be borne by either or both of the parties hereto (and if by both of the parties in the proportion between them) as the person making the determination shall decide.

#### PART 9 - LESSOR'S TITLE AND RESERVATIONS

9.01 QUIET ENJOYMENT: The Lessor covenants with the Lessee that the Lessee punctually paying the rent and other monies hereby reserved at the times and in the manner herein contained and appointed for the time of payment and duly and punctually performing and observing the several covenants conditions agreements restrictions and stipulations herein expressed or implied and on the Lessee's part to be kept performed or observed to permit the Lessee peaceably to hold and enjoy the demised premises during the term without any interruption or disturbance by the Lessor or any person or persons lawfully claiming by through under or in trust for the Lessor.

9.02. RIGHT OF ENTRY TO VIEW DEMISED PREMISES: The Lessor reserves the right and the Lessee will permit all persons bearing the written authority of the Lessor or the Lessor's agent to view the demised premises on reasonable notice without interruption.

#### PART 10 - ASSIGNMENT, SUBLetting AND MORTGAGING

- 10.01 ASSIGNMENT: The Lessee shall not assign or sub-let this Lease without the prior consent in writing of the Lessor provided such consent shall not be arbitrarily or unreasonably refused or withheld if:
- 10.01.1 the proposed assignee or sub-lessee is a respectable responsible and financially sound person, the onus of proving which things to the satisfaction of the Lessor shall be upon the Lessee; and
- 10.01.2 the Lessee pays to the Lessor all proper costs charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability responsibility solvency fitness and suitability of any proposed assignee or sub-lessee and otherwise relating to the proposed assignee or sub-lessee; and
- 10.01.3 all rent and other monies due or payable as at the date of assignment shall have been paid by the Lessee and there shall not then be any existing unremedied breach of the terms covenants conditions and restrictions herein contained which has not been waived by the Lessor; and
- 10.01.4 the proposed assignee or sub-lessee shall by deed covenant with the Lessor to observe and perform the terms covenants conditions and restrictions on the part of the Lessee hereunder whether expressed or implied positive or negative including the obligation to indemnify the Lessor as provided herein and shall appoint the Lessor the said assignee's attorney for the purpose described in Part 12 hereof, such deed to be prepared and stamped by the Lessor's solicitors at the cost and expense of the Lessee and to be in such form as the Lessor's solicitors may reasonably require; and
- 10.01.5 where the proposed assignee is a corporation the Lessor may as a condition of the Lessor's consent to such assignment require that the terms covenants conditions and restrictions on the part of the assignee referred to in the last preceding paragraph be guaranteed by the directors and/or the principal shareholders of such corporation such guarantee to be prepared and stamped by the Lessor's Solicitors at the cost of the Lessee; and
- 10.01.6 the assignee shall be responsible for the payment of the Lessee's contributions to operating expenses (including any adjustment at the end of an accounting period) but without prejudice to the right of the Lessor to recover the same from the assignor and any such adjustment if paid or credited by the assignee shall discharge the Lessor from all further liability in respect thereof.
- 10.01.7 where the Lessee is a corporation any change in the principal shareholding or any change in the principal shareholding of any holding Company of the Lessee altering the

effective control of the Lessee shall (for the purpose of this Clause) be deemed to be an assignment of this Lease and shall require the consent of the Lessor as aforesaid.

10.01.8 where the Lessee is a corporation and the directors thereof change subsequent to the commencement date of this lease then the Lessee shall require the new directors so appointed from time to time to execute a guarantee of the performance of the Lessee herein in such form as may be prepared by the Solicitors for the Lessor without in any manner diminishing the liability of existing guarantors.

10.02 MORTGAGING: The Lessee shall not mortgage charge or otherwise encumber the Lessee's estate or interest in this lease without the prior consent in writing of the Lessor which consent may be granted conditionally or refused but shall not be unreasonably withheld by the Lessor.

10.03 BREACH: Upon any breach of the provisions of this Part 10 it shall be lawful for the Lessor without notice immediately or at any time thereafter to re-enter upon and take possession of the demised premises. The Lessee shall be deemed not to have breached this covenant in the event that the Lessee parts with possession use or occupation of the demised premises in favour of a corporation which is under the Companies (Queensland) Code deemed to be related to the Lessee.

#### PART 11 - DETERMINATION OF TERM

11.01 LESSOR MAY RECTIFY: If the Lessee shall fail to pay any monies or charge as required hereunder to any person other than the Lessor or if the Lessee shall fail to perform any affirmative covenant on the part of the Lessee hereunder the Lessor may at the Lessor's option as the agent of the Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants (including the covenant to insure) and the full amount of any payments made or expenses incurred (not being payments or expenses which are by the terms of this lease payable by the Lessor) shall constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be payable by the Lessee to the Lessor on demand by the Lessor.

11.02 INTEREST ON OVERDUE PAYMENTS: If the Lessee shall fail to pay to the Lessor the rent hereby reserved or any other monies which are payable hereunder within seven (7) days from the due date for the payment thereof whether any formal or legal demand therefor shall have been made or not the Lessee shall pay to the Lessor interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same is actually paid and also upon any judgment which the Lessor may obtain against the Lessee from the date of any such judgment until the same shall be satisfied at the rate of fifteen (15) percentum per annum. Nothing contained in this clause shall be deemed to restrict limit or prejudice any right power or remedy of the Lessor in respect of such monies.

11.03 DEFINITION OF DEFAULT: In any of the following circumstances, namely:

11.03.1 if the rent hereby reserved or any part thereof shall be unpaid and in arrears for the space of fourteen (14) days after the same shall have become due whether any formal or other demand therefor shall have been made or not; or

11.03.2 if any monies payable by the Lessee to the Lessor hereunder on demand shall not have been paid within fourteen (14) days of the making of demand therefor or if any other monies payable by the Lessee to the Lessor shall not have been paid by the due date therefor; or

11.03.3 if the Lessee shall not commence effecting and complete the repairs required by any notice given in terms of Clause 7.05 of Part 7 within a reasonable time after the giving of such notice; or

11.03.4 if the Lessee shall fail to observe perform or fulfil any of the other terms covenants conditions and restrictions herein contained on the part of the Lessee whether positive or negative; or

11.03.5 if the Lessee or the other persons in whom for the time being this Lease shall become vested shall suffer his interest under this Lease to be taken in execution or if the Lessee's property or assets or any of them are attached or taken in execution or if the Lessee is a company and goes into liquidation otherwise than for the purpose of reconstruction or is wound up or dissolved or enters into a Scheme of Arrangement for creditors or any class thereof or if an official manager of it is appointed or if a receiver of its property or assets or any of them is appointed or if an Inspector is appointed pursuant to the Companies (Queensland) Code.

the Lessee shall be deemed to have made default.

11.04 FORFEITURE OF LEASE: If the Lessee shall have made default as aforesaid the Lessor may (after first giving prior notice where required by law) at its option:

11.04.1 without any prior demand or notice re-enter into and take possession of the demised premises or any part thereof in the name of the whole (by force if necessary) and eject the Lessee and all other persons therefrom and remove all goods and effects found on the premises and repossess and enjoy the same as of the Lessor's first and former estate therein and thereupon this lease shall be absolutely determined; or

11.04.2 by notice in writing to the Lessee determine this lease and from the date of giving such notice this lease shall be absolutely determined.

Any such determination shall be without prejudice to any action or other remedy which the Lessor has

or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event but the Lessor shall be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this lease.

11.05 **DAMAGES FOR BREACH:** If the Lessor exercises its right of re-entry or otherwise determines this Lease pursuant to Clause 11.04 hereof then, notwithstanding any other provision herein, the Lessor may in addition to and not in substitution for any other rights and remedies which it may have recover from the Lessee damages consequent upon or arising out of any default or other breach or failure by the Lessee to observe perform or satisfy any of the terms conditions covenants or stipulations herein contained or implied in relation to the balance of the term of the Lease which would have subsisted if not for such re-entry or determination as well as for that part of the term of the lease which had elapsed prior to such re-entry or determination.

11.06 **WAIVER:** Where any actual waiver by the Lessor or the persons deriving title under the Lessor of the benefit of any covenant obligation or condition in this lease is proved to have taken place in any particular instance such waiver shall not extend or be deemed to extend to any instance or to any breach of covenant obligation or condition save that to which such waiver specially relates nor operate as a general waiver of the benefit of any such covenant obligation or condition. The onus of proving any waiver shall rest upon the person alleging it.

11.07 **TENDER AFTER DETERMINATION:** Any monies tendered by the Lessee after the determination of this lease in the manner described in Clause 11.04 of this Part and accepted by the Lessor may be and (in the absence of any express election of the Lessor) shall be applied firstly on account of any rent and other monies accrued due hereunder but unpaid at the date of determination and secondly on account of the Lessor's costs of determination of this lease.

11.08 **MORATORIUM NEGATIVED:** Unless application is mandatory by law any statute proclamation order regulation or moratorium present or future shall not apply to this lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretions given or accruing to the Lessor.

11.09 **CONCURRENT REMEDIES:** All the remedies available to or exercised by the Lessor consequent upon any default by the Lessee shall be without prejudice to any other remedies which might otherwise be used and the Lessee shall not be released from liability in respect of the breach or non-observance of any covenant condition or stipulation by reason of the exercise by the Lessor of any such remedy.

#### PART 12 - APPOINTMENT OF RECEIVER

12.01 In any case in which the power of re-entry and forfeiture contained in Part 11 hereof shall have become exercisable by the Lessor the Lessor may by instrument in writing appoint any person whether an employee of the Lessor or not to be a receiver of the business conducted by the Lessee at the demised premises (hereinafter called the "said business") and any stock, furniture, fixtures, equipment or fittings the property of the Lessee (hereinafter called the "said property"), and may by instrument in writing cancel and revoke or withdraw the appointment of such receiver and appoint another in his place and stead and the receiver so appointed shall have power:-

- 12.01.1 To take possession of the said property or any part thereof and to demand call in collect and recover all or any of the said property and the income and profits thereof and for the purposes aforesaid to take any proceeding in the name of the Lessee or otherwise as may seem expedient.
- 12.01.2 To carry on or concur in carrying on the business of the Lessee and for that purpose to raise money on the said property upon such terms and conditions as the receiver shall deem fit.
- 12.01.3 To make and effect all repairs purchases and insurances and to do all other acts which the Lessee might do in the ordinary conduct of his business as well for the protection as for the improvement of the said property or the demised premises.
- 12.01.4 To sell or otherwise dispose of, concur in selling or otherwise disposing of the whole or any part of the said property and/or at any time either by public auction or private contract or partly by one mode and partly by the other at such price or prices and upon and under such terms and conditions as to title delivery payment or otherwise and generally in such manner in all respect as the receiver shall deem expedient with power to allow any time for the payment of the purchase money and with power to buy all or any of the property hereby charged at an auction and to rescind and vary any contract that may have been entered into and to resell in the manner aforesaid so often as the receiver may think fit without being responsible for loss deficiency in price costs charges and expenses which may be occasioned thereby and to deliver assign and transfer the said property to the purchaser and to execute and perform all such acts deeds matters and things for effectuating any such sale with liberty to engage managers officers agents servants or auctioneers.
- 12.01.5 To make any arrangement or compromise which he or they shall think expedient in the interest of the Lessor.
- 12.01.6 To give valid receipts for all monies.
- 12.01.7 In the name and on behalf of the Lessee to execute all deeds documents assurances and do all things which he may consider necessary for giving complete effect to the provisions hereof and generally to use the name of the Lessee or the name under which the said business is conducted in the exercise of all or any of the powers hereby conferred.

12.02 All monies received by such receiver shall be applied first in satisfying all rent taxes rates commission fire insurance premiums costs charges expenses and outlays incurred by him or them in the performance or exercise or in the attempted performance or exercise of his duties or powers (including a reasonable remuneration for his services) and then in or towards satisfaction of the loss or damage suffered by the Lessor as a result of any and all default by the Lessee of the terms covenants conditions and restrictions herein contained.

12.03 The receiver so appointed as aforesaid shall not be answerable or accountable for any involuntary loss happening in or about the exercise or attempted exercise of any powers hereby conferred for any more money than shall actually come into his hands or for the neglect default or dishonesty of any officer servant agent or auctioneer.

12.04 Every such receiver shall be deemed to be the agent of the Lessee and the Lessee shall be solely responsible for the acts and defaults of such receiver and for his remuneration.

12.05 Any person paying money to or otherwise dealing with any other person acting in purported exercise of any of the powers hereby conferred upon a receiver shall not be concerned to enquire whether any such person has been duly appointed receiver or whether any case has happened to authorise any such person to act as such receiver and upon any sale calling in collection and conversion purporting to be made in pursuance of the powers hereby conferred the purchaser or debtor shall not be concerned to enquire whether any circumstances have arisen to authorise such calling in collection or conversion or whether any notice has been given or whether any default has been made by the mortgagor or whether any monies remain in the security hereof or otherwise as to the propriety or regularity of such sale calling in collection or conversion and notwithstanding any impropriety or irregularity in any such sale calling in collection or conversion the same shall so far as regards the safety and protection of the purchaser or debtor be valid and effectual accordingly and any person damaged thereby shall have his remedy in damages only.

#### PART 13 - PROVISIONS AFTER DETERMINATION OF TERM

13.01 LESSEE TO YIELD UP: The Lessee shall at the expiration or sooner determination of the term quietly yield up the demised premises and all property of the Lessor in or about the demised premises in the same repair and condition as at the commencement of this lease subject to any alterations made pursuant to PART 6 of this lease.

13.02 LESSEE'S RIGHT TO REMOVE FITTINGS: Provided that the Lessee shall not be in breach of its obligations hereunder the Lessee may at or immediately prior to the expiration of the term remove from the demised premises all plant, equipment, fixture and fittings or other articles the property of the Lessee contained in or about the demised premises but the Lessee shall in such removal do no damage to the demised premises or shall forthwith make good any damage which the Lessee may occasion thereto, and if the Lessee fails so to do the Lessor may make good all such damage and the Lessee shall pay to the Lessor any cost incurred by the Lessor in making good all such damage within seven (7) days of the Lessor notifying the Lessee of the amount thereof.

If the Lessee does not remove such items from the demised premises within a period of seven (7) days following the expiration or termination of the Lease, the Lessee shall be deemed to have abandoned same and all of its right, title and interest thereto shall pass by operation of this provision to the Lessor.

13.03 POWER OF ATTORNEY: The Lessee does hereby irrevocably make nominate constitute and appoint the Lessor and the Lessor's nominee or nominees from time to time and each of them their and each of their substitute or substitutes jointly and each of them severally to be the true and lawful attorney and attorneys of the Lessee for him and in his name and as his act and deed acts and deeds if and when the said attorney or attorneys shall think fit for the purpose of giving full effect to the power of re-entry and forfeiture contained in Part II hereof to execute a Surrender of this lease in favour of the Lessor and if the same is registered to procure the registration of such Surrender under the provisions of the "Real Property Acts 1861-1976" and the Lessee hereby ratifies and confirms and agrees to ratify and confirm whatsoever the said attorney or attorneys shall do or purport to do by virtue of these presents and the Lessee hereby authorizes and empowers the Lessee's said attorney or attorneys to acknowledge in its name and as its act and deed this power of attorney and to register and record the same in any office in the State of Queensland and to procure to be done any and every act matter and thing whatsoever which may be in any wise required or proper for authenticating and giving full effect to this power of attorney according to the provisions of the "Real Property Acts 1861-1976" or any law or usage for the time being in force provided always that the powers conferred by this clause shall not be exercised unless and until power or re-entry herein contained shall have become exercisable or shall have been exercised sufficient proof whereof shall be the statutory declaration of the person exercising the power.

13.04 HOLDING OVER: If the Lessee shall with the consent of the Lessor remain in occupation of the demised premises after the expiration or sooner determination of the term thereof the Lessee shall (in the absence of any agreement in writing to the contrary) be deemed to hold the demised premises as tenant from month to month at a monthly rental (payable monthly in advance) equivalent to the monthly rental payable in respect of the last month of the term hereof (if this lease has expired by effluxion of time) or in respect of the month in which the determination is made (if this lease is sooner determined) but otherwise on the terms and conditions of this lease so far as they can be applied to a monthly tenancy and for such purpose all charges and outgoings payable by the Lessee shall be deemed to accrue from day to day. In such event the said tenancy shall be determined at the will of either the Lessor or the Lessee by not less than one (1) month's notice in writing expiring on any day of the week.

#### PART 14: BREACH OF AN ESSENTIAL TERM

14.01 Each of the covenants by the Lessee which are specified in this paragraph are essential terms of this Lease namely:

- (a) The covenant to pay rent throughout the Lease term at a date not later than fourteen (14) days after the due date for the payment of each monthly instalment of rent pursuant to Clause 2 hereof;
- (b) The covenant to pay outgoings throughout the lease term upon demand pursuant to Clause 3 hereof;
- (c) The covenant not to use the demised premises for any purpose other than as specified in Clause 4.01.1 hereof;
- (d) The covenant not to assign transfer or set over or sublet or part with possession of any part of the demised premises pursuant to Clause 10.01 hereof.

14.02 In respect of the Lessee's obligation to pay rent, the acceptance by the Lessor of arrears or of any late payment of rent shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent during the term hereby created.

14.03 The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessee is entitled (including to terminate this Lease).

14.04 In the event that the Lessee's conduct (with acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, the Lessee covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

14.05 The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant or the damage suffered by the Lessor during the entire term of this Lease.

14.06 The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:

- (a) If the Lessee shall abandon or vacate the demised premises;
- (b) If the Lessor shall elect to re-enter or terminate the Lease;
- (c) If the Lessor shall accept the Lessee's repudiation;
- (d) If the parties' conduct shall constitute a surrender by operation of Law.

14.07 The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire lease term, including the periods before and after the Lessee has vacated the demised premises and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of Law referred to in paragraph 14.06 above, whether the proceedings are instituted either before or after such conduct.

14.08 In the event of the Lessee vacating the demised premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damage and to endeavour to lease the premises at reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessor's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of Law.

#### PART 15 - GENERAL PROVISIONS

15.01 PAYMENT OF MONIES: All rents and other monies payable by the Lessee to the Lessor shall be paid free of exchange and without any deduction whatever to the Lessor or such other person and at such place as the Lessor may from time to time in writing direct. Any monies payable hereunder if paid by cheque shall be deemed not to have been paid until such cheque is honoured.

15.02 FORM OF LESSOR'S CONSENT: Wherever by these presents any consent or approval is required to be given by the Lessor the consent or permission shall be deemed not to be given unless given in writing and signed by the Lessor or any person appointed for the purpose by the Lessor and such consent or approval may be given conditionally or unconditionally or withheld by the Lessor in the Lessor's absolute discretion unless otherwise provided herein.

15.03 NOTICES TO LESSEE: Any notice invoice or demand in writing required to be given by the Lessor to the Lessee pursuant to the terms hereof may be left for the Lessee at the demised premises or alternatively may be left at or forwarded by prepaid certified mail service addressed to the Lessee at the Lessee's address in Queensland last known to the Lessor. Any notice invoice or demand so posted shall be deemed to have been received on the second day (not being a Saturday, Sunday or public holiday in the place to which it is addressed) after the date of posting.

The Lessor hereby authorises its Solicitors to give under their hands any Notice which may be required to be given to the Lessee whether pursuant to any statute or the terms hereof.

15.04 NOTICES TO LESSOR: Any notice or application in writing required to be given by the Lessee to the Lessor pursuant to the terms hereof shall be delivered to or forwarded by prepaid certified mail service to the Lessor at the Lessor's registered address or to the place of business or abode of the Lessor last known to the Lessee or at such other place in Brisbane as may from time to time be notified in writing by the Lessor to the Lessee and any such notice or application so posted shall be deemed to have been received on the second day (not being a Saturday, Sunday or public holiday in the place to which it is addressed) after the date of posting.

15.05 RELEASE OF LESSOR: If the Lessor sells, transfers or otherwise disposes of the Estate in fee simple in the demised premises the Lessor shall be released from the covenants on the part of the Lessor herein contained as from the date of completion of the sale of the demised premises and the Lessees shall have no right of action against them or any of them for any breach of the Lessor's covenants committed after the said date of completion.

15.06 PROTECTION OF OPTION: The Lessor covenants with the Lessee that, so long as any option for renewal referred to in this Lease shall remain open for exercise an unexercised by the Lessee, the Lessor will not sell or transfer an estate in fee simple in the said land without first having procured from the purchaser or transferee thereof a covenant in favour of the Lessee whereby such purchaser or transferee acknowledges himself bound by any such option for renewal which shall then remain open for exercise and unexercised by the Lessee and whereby such purchaser or transferee agrees to obtain a similar covenant from any purchaser or transferee of the said land from such purchaser or transferee PROVIDED ALWAYS that upon delivery of such Deed of Covenant to the Lessee the outgoing Lessor shall be freed and discharged from any liability to the Lessee under the aforesaid option clause.

15.07 BUILDING UNITS AND GROUP TITLES: Should the Lessor at any time desire to convert or bring the demised premises or the building within the provisions of the Building Units and Group Titles Act (Queensland) 1980 (as amended) then the Lessee shall take no objection to same and shall forthwith upon demand being made therefore be the Lessor (and at the cost of the Lessor in all respects) do all such acts and things and sign all such deeds and documents as may be reasonably required to alter the terms, convert and bring this Lease under the said provisions.

15.08 LICENSES: Should at any time during the term of this Lease or any extension thereof any Liquor Licence be granted to the Lessee in relation to the demised premises then the Lessee shall do all necessary matters and things pay all necessary fees and sign all necessary documents to ensure that such license once granted remains current and should such license once granted at any time be revoked then such revocation shall prima facie be deemed to be default by the Lessee within the definition of Clause 11.03 hereof.

15.09 RULES AND REGULATIONS: The Lessor may from time to time promulgate reasonable rules and regulations, not inconsistent with or in derogation of the right of the Lessee hereunder or being such as to require the Lessee to pay any further moneys, relating to:-

- (a) the use safety care and cleanliness of the demised premises and the building;
- (b) the preservation of good order in the demised premises and the building;
- (c) the comfort of persons lawfully using the demised premises and the building;
- (d) the location of garbage and refuse in the demised premises and the building pending its removal;
- (e) the external appearance of the demised premises and the building.

Any such rules and regulations may from time to time be repealed amended or added to at the discretion of the Lessor and upon notice in writing thereof under the hand of the Lessor or its managing agent being given to the lessee shall be and become as binding upon the Lessee as if the same were expressly set forth herein as covenants of the part of the Lessee. The Lessor shall not be liable for any loss or damage howsoever caused arising out of any non-enforcement of the rules and regulations.

15.10 STATUTE NEGATIVED: It is expressly agreed and declared by and between the Lessor and the Lessee that all covenants powers and other provisions implied by Section 105 and Section 107(a), (b) and (d) of the Property Law Act 1974 (as amended) are hereby negated AND that whenever any other inconsistency may exist between the covenants powers and other provisions of the Lease and those implied by the Property Law Act 1974 (as amended) or by the Real Property Acts 1861 and 1877 (as amended) then the covenants powers and other provisions of this Lease shall prevail over those respectively implied by any of those said Acts EXCEPT to the extent however that any such covenant power or other provision of this Lease may not be lawful in which event the relevant covenant power or other provision of the Property Law Act 1974 (as amended) or the Real Property Acts 1861 and 1877 (as amended), as the case may be, shall apply.

15.11 USE OF COMMON AREAS: The Lessee its servants agents and invitees may use in common with any other persons having a similar entitlement, the common areas of the building (including toilets, washrooms and the like) and car parks situated on the land provided always that such persons use reasonable care in the enjoyment of same and comply at all times with any rules or regulations promulgated by the Lessor pursuant to clause 15.09 hereof relating to the use of such common areas and facilities.

15.12 GUARANTEE: Deleted

15.13 RELATIONSHIP: Nothing contained in this Lease shall be taken to imply partnership between the Lessor and the Lessee or joint venture between the parties and the Lessee shall not pledge or attempt to pledge the credit of the Lessor at any time or in any manner whatsoever.

15.14 COMPLETION OF LEASE AND REGISTRATION REQUIREMENTS: The Lessee and the Guarantor hereby expressly authorise the Lessor and/or the Lessor's solicitor:

- (a) to complete all blanks herein including but not limited to dates of commencement, expiration and execution;
- (b) to make any minor changes hereto (including the plan) which may be required in order to ensure that this Lease is in a form capable of registration or otherwise to satisfy the requirements of the Registrar of Freehold Land Titles;
- (c) to sign this Lease correct for the purpose of registration on behalf of the Lessee should it not be so signed.

#### PART 16 - OPTION OF RENEWAL

- ~~16.01.1 RENEWAL OF ORIGINAL TERM: If the Lessee desires to take a renewed Lease of the demised premises or an extension of the Lease for a further term of twenty (20) years from the expiration of this Lease (hereinafter referred to as "the renewed term") and shall give to the Lessor not less than three (3) months' previous notice in writing of such desire and provided the Lessee is not then in default under the provisions of this Lease whether express or implied the Lessor will at the cost and expense of the Lessee grant to the Lessee a new Lease or an extension of this Lease for the renewed term upon the same terms and conditions as are contained in this Lease with the exception of this clause and of rental, at a rental for the first year of the renewed term to be mutually agreed upon by the Lessor and the Lessee within a period of one (1) calendar month of the commencement of the rental period.~~
- ~~16.01.2 RENTAL PENDING AGREEMENT: Pending determination of such agreed rental as provided in 16.01.1 hereof the Lessee shall continue to pay on account of the rental ultimately determined to be payable, rental at the rate current when the date of the increase ought to have come into force and the balance thereof forthwith upon determination of the new rental.~~
- ~~16.01.3 DETERMINATION BY VALUER: Should such new rental not be agreed upon within the time stipulated in 16.01.1 hereof then the annual rental for the first year of the renewed term shall be determined by a Valuer who has been a member of the Australian Institute of Valuers for a minimum period of three (3) years, appointed by the parties or in the event of failure to so agree within seven (7) days the said Valuer shall be appointed by the President for the time being of the Queensland Division of the Australian Institute of Valuers at the request of either party. The Valuer agreed or appointed as aforesaid shall act as an expert reporting jointly to the Lessor and the Lessee and not as an arbitrator and his decision on what is the current market rent for the demised premises for the rent period(s) under review, shall in addition to all other relevant criteria (if any) be based upon the criteria referred to in clause 16.01.8 and such decision shall be final and binding upon the Lessor and the Lessee. The law relating to arbitration shall not apply.~~
- ~~16.01.4 REPLACEMENT VALUER: If the said Valuer so agreed or appointed as aforesaid has not given his decision within thirty (30) business days of the date of notification to him of such agreement or appointment then either the Lessor or the Lessee may at any time prior to such decision being given terminate his position and request the President for the time being of the Queensland Division of the Australian Institute of Valuers to appoint another Valuer in the place of the Valuer previously agreed or appointed as aforesaid and the provisions of this Clause shall apply to any Valuer previously appointed.~~
- ~~16.01.5 RIGHT TO MAKE SUBMISSIONS: The Lessor and the Lessee together with their legal advisers or agents shall have the right to make any representations in writing or orally to the Valuer in order to substantiate and support any recommendations or suggestions which they might care to make to the Valuer to enable him to make his decision as to the rental in accordance with this clause.~~
- ~~16.01.6 COSTS OF VALUATION: The fees of the Valuer shall be borne as to one-half by the Lessor and as to the other half by the Lessee.~~
- ~~16.01.7 MINIMUM RENTAL DETERMINATION: Notwithstanding the foregoing no determination of the rent pursuant to this Clause shall operate to reduce the rent payable by the Lessee below the rent payable by the Lessee during the immediately preceding year of the term of this Lease which in that event shall be and remain the minimum or annual rent for the said year.~~
- ~~16.01.8 VALUATION CRITERIA: The current market rent for the rent period under review shall in addition to any other relevant criteria be based upon the following criteria:~~
- (a) Comparable premises in the building and in comparable buildings in the vicinity of the building with comparable services with due regard being given to rentals payable as a result of recent letting of previously vacant space (but disregarding any allowance or rent free period as compensation for removal expenses or any other benefit given or supplied to the Lessee as an inducement to occupy the demised premises) and to lease renewals and to rentals payable by tenants in the building and in comparable buildings with comparable services where rentals have been reviewed to a current rental.

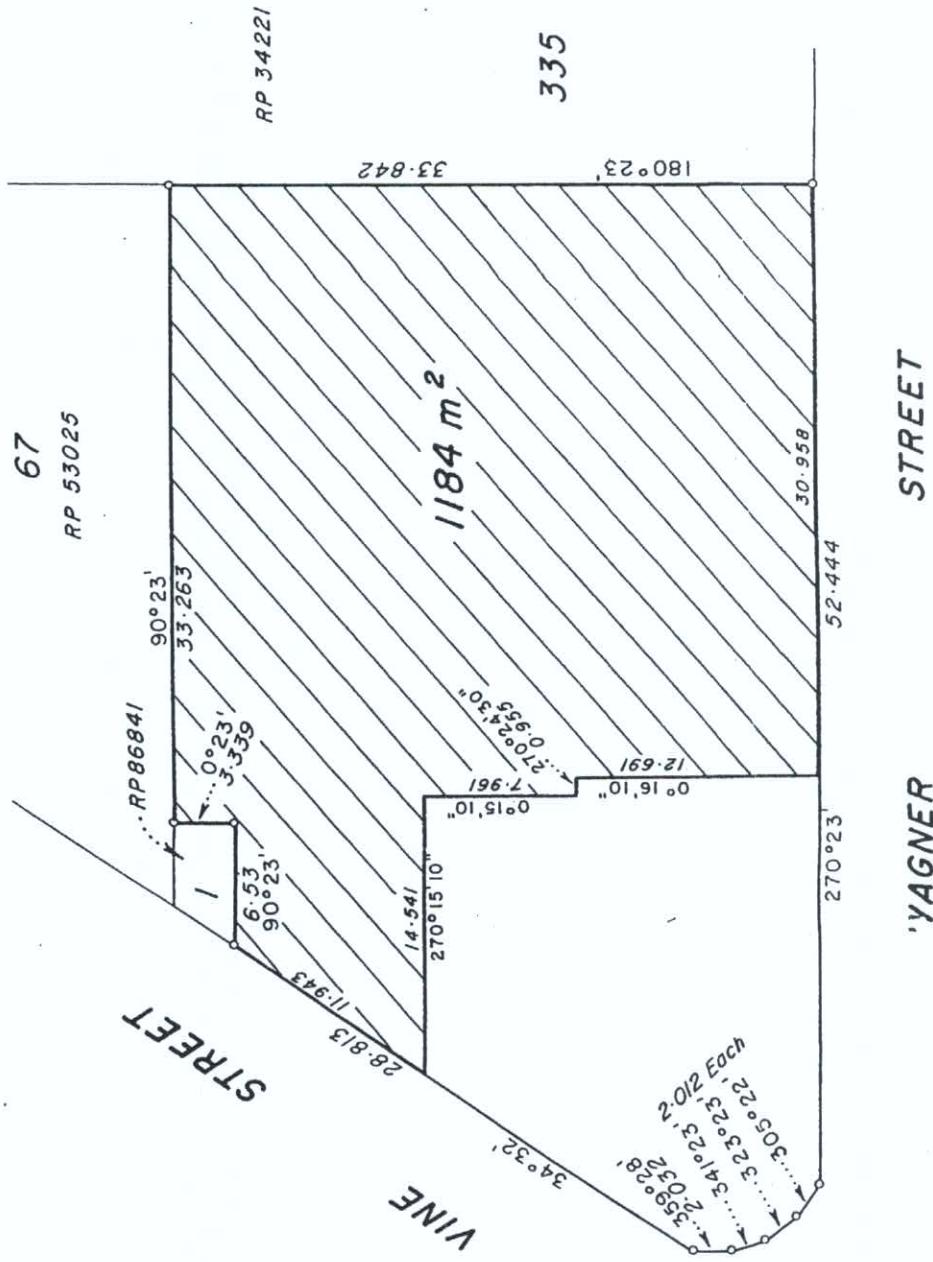
- (b) The value of any goodwill attributable to the Lessee's business or to the Lessee's fixtures and fittings in the demised premises shall be disregarded as shall the deleterious conditions of the demised premises if such condition has resulted from any breach by the Lessee of any covenant condition or restriction of this Lease.
- (c) The demised premises be regarded, in the event that the demised premises comprises the whole of the area of one or more units or parts of the building able to be leased, on a part by part basis and without any discount for bulk letting.
- (d) The terms and conditions of this lease.
- (e) The assumption that all covenants on the part of the lessee contained in this lease shall have been fully performed and observed.
- (f) The value of the demised premises as being fit for immediate occupation and use even if work has been carried out therein by the Lessee or any sub-tenant or assignee which has diminished the annual market rent of the demised premises and in the event of the demised premises being destroyed or damaged, as if they had been fully restored and were in tenantable repair.
- (g) The demised premises is being used as a Kindergarten and Child Care Centre.
- (h) The terms of the Nomination of Trustees No. H647033.

**16.02 RENTAL IN SUBSEQUENT YEARS:** The rental for each subsequent year of the renewed or extended term of the Lease shall be determined in the same manner as is provided in Part 2 hereof for increases in rental during the original term of the Lease save that appropriate amendments and variations shall be made for application to the renewed or extended term rather than the original term as provided therein.

NAME AND ADDRESS OF LESSOR: CLAYFIELD MEMORIAL SCHOOL OF ARTS  
Cnr Vine and Wagner Roads, Clayfield

NAME AND ADDRESS OF LESSEE: CLAYFIELD CHILD CARE ASSOCIATION  
Cnr Vine and Wagner Roads, Clayfield

AW3238.DR



**PLAN FOR LEASE PURPOSES ONLY**  
**OF PART OF LOT 2 ON RP 86841,**  
**PARISH OF TOOMBUL, COUNTY OF**  
**STANLEY, BRISBANE CITY COUNCIL**  
**SCALE 1:300**  
**Area to be leased HACHURED**

HEILBRONN & PARTNERS PTY. LTD.  
 Consulting Surveyors & Town Planners

445 Upper Edward St, Brisbane Q 4000  
 P.O. Box 130, Spring Hill Q 4004  
 Telephone (07) 838 1388 Fax (07) 832 5717

*[Handwritten signatures]*  
 Director  
 Director/Licensed Surveyor  
 DATE 9/1/88  
 Job C 242/88